ELLIS LAWHORNE

John J. Pringle, Jr.
Ddirect dial: 803/343-1270
jpringle@ellislawhorne.com

September 7, 2005

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee FL 32399-0850

RE: Application of RedSquare Corporation, d/b/a Redsquare Communication Corporation to Provide Alternative Local Exchange and Exchange Access

Telecommunications Service within the State of Florida

Our File No. 623-10129

To Whom It May Concern:

Original Price hist forwarded to CUP.

Please find the original and three (3) copies of the Application of RedSquare Corporation, d/b/a Redsquare Communication Corporation, and the \$250 filing fee required for same.

Please expedite this matter and return a copy of this filing letter to me in the return envelope, enclosed for your convenience.

Please do not hesitate to contact me with any questions you may have.

Yours truly,

John J. Pringle, Jr.

With kind regards, I am

JJP/cr

Mr. Daniel Wentz (via electronic mail service)

Mr. Paul Falcon (via electronic mail service)

)OCUMENT NUMBER - DATE

050596-7X

08491 SEP-88

Ellis, Lawhorne

** FLORIDA PUBLIC SERVICE COMMISSION **

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT CERTIFICATION

APPLICATION FORM

for

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



Instructions

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

Florida Public Service Commission

Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.

Tallahassee, Florida 32399-0850
(850) 413-6770

If you have questions about completing the form, contact:

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

APPLICATION

1.	This is an application for √ (check one):		
	(X)	Original certificate (new company).
	()	Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
	()	Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
	()	Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.
2.	Na	me	e of company:
		R	RedSquare Corporation
3.	Name under which the applicant will do business (fictitious name, etc.):		
		R	edSquare Communication Corporation
1.	Official mailing address (including street name & number, post office box, city, state, zip code):		
			325 Alameda Harbor Avenue as Vegas NV 89117

2032 Ancient Oak Drive Ocoee FL 34761	
6. Structure of organization:	
() Individual(X) Foreign Corporation() General Partnership() Other	() Corporation() Foreign Partnership() Limited Partnership
<u>If individual,</u> provide:	
Name:	
Title:	
Address:	
City/State/Zip:	
	Fax No.:
Internet Website Address:	
memor Proporto / Marcos.	
If incorporated in Florida, provi	ide proof of authority to operate in Florida:
(a) The Florida Secretary of	State corporate registration number:
•	. 2

	(a) The Florida Secretary of State corporate registration number:
	See below, item #10
10.	If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:
	(a) The Florida Secretary of State fictitious name registration number:
	F05000002723
11.	<u>If a limited liability partnership</u> , provide proof of registration to operate in Florida:
	(a) The Florida Secretary of State registration number:
	N/A
	<u>If a partnership</u> , provide name, title and address of all partners and a copy of the
	partnership agreement. Not Applicable
	Name:
	Name: Title:
	Name:
	Name:
	Name:
13.	Name: Not Applicable Name: Title: Address: City/State/Zip: Telephone No.: Internet E-Mail Address:
	Name: Title: Address: City/State/Zip: Telephone No.: Internet E-Mail Address: Internet Website Address: Internet Website Address: If a foreign limited partnership, provide proof of compliance with the foreign

14.	Provide F.E.I. Number(if applicable): 88-0486153
15.	Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
	(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. <u>Provide explanation</u> .
	No.
	(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. No.
16.	Who will serve as liaison to the Commission with regard to the following? (a) The application:
	Name: John J. Pringle, Jr.
	Title: Attorney Address: Ellis, Lawhorne & Sims, PA, P.O. Box 2285
	City/State/Zip: Columbia SC 29202
	Telephone No.: 803/343-1270 Fax No.: 803/799-8479 Internet E-Mail Address: jpringle@ellislawhorne.com
	Internet Website Address: www.ellislawhorne.com

(b) Official point of contact for the ongoing operations of the company:			
Name: Paul Falcon Title: VP of Operations			
Address: 767 Wofford St.			
City/State/Zip: Rock Hill SC 29730			
Telephone No.: 803/327-0688 Fax No.: 803/327-0481			
Internet E-Mail Address: paul@redsquare.com			
Internet Website Address: N/A			
(c) Complaints/Inquiries from customers:			
Name: Paul Falcon			
Title:VP of Operations			
Address: 767 Wofford St.			
City/State/Zip: Rock Hill SC 29730 Telephone No.: 803/327-0688 Fax No.: 803/327-0481			
relephone No 603/327-0000 Fax No 603/327-0461			
Internet E-Mail Address: paul@redsquare.com			
Internet Website Address: N/A			
List the states in which the applicant:			
(a) has operated as an alternative local exchange company.			
Certified in South Carolina, Nevada, and North Carolina, but has not commenced operations as of this date - see below.			
(b) has applications pending to be certificated as an alternative local exchange company.			
None.			
(c) is certificated to operate as an alternative local exchange company.			
Applicant has been granted authority in South Carolina, Nevada and North Carolina, but has not yet commenced business operations in these states yet.			

(d) has been denied authority to operate as an alternative local exchange company

17.

	and the circumstances involved.
_ <u>N</u>	/A
(e)	has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
Nor	ne
(f)	has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.
Nor	ne
Sul	omit the following:
A.	Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.
	See Exhibit A
B.	Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.
	See Exhibit B

18.

C. Financial capability. See Exhibit C

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

Answer: No audited financial statements available at this time.

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

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

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

Further, the following (which includes supporting documentation) should be provided: **See Exhibit C**

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

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

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

UTILITY OFF	ICIAL:	2
Paul Falcon Print Name		Hand Falcon Signature
VP of Operation	ons	5/3/65 Date
803/327-0688 Telephone No.		<u>803/327-0481</u> Fax No.
Address:	767 Wofford St.	
	Rock Hill SC 29730	

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

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

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

UTILITY OF	<u>FICIAL:</u>		
Paul Falcon Print Name		You Talcon Signature	
VP of Operat Title	ions	5/3/c5 Date	
803/327-0688		803/327-0481	
Telephone No).	Fax No.	
Address:	767 Wofford St.		
	Rock Hill SC 29730		د نوپر

INTRASTATE NETWORK (if available)

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

RedSquare Response: Not applicable at this time. If and when the company secures any such facilities, it will provide the requested information.

1.	POP: Addresses where loc	cated, and indicate if owned or leased.
	1)	2)
	3)	4)
2.	SWITCHES: Address where or leased.	e located, by type of switch, and indicate if owned
	1)	2)
	3)	4)
3.	TRANSMISSION FACILITI (microwave, fiber, copper, s	ES: POP-to-POP facilities by type of facilities satellite, etc.) and indicate if owned or leased.
	POP-to-POP	<u>OWNERSHIP</u>
	1)	
	2)	
	3)	
	4)	

Exhibit A

Daniel L. Wentz is president and CEO of RedSquare Corporation. Mr. Wentz is a lawyer holding licenses to practice law (active) in the states of Colorado, North Carolina, Minnesota, and (inactive) North Dakota. Mr. Wentz currently heads real estate development companies and investment companies and has been the principal investor and chairmen of the board to corporations providing services to the general public and business community that have included ISP's (internet service providers), internet software development, internet web-hosting, and telephone software companies. Some have been sold to a publicly traded Carolina telephone company.

 Paul J. Falcon
 (702) 939-5662

 9599 W. Charleston Blvd. #1024
 psul@redsquarecorp.com

 Las Vegas, NV 89117
 (702) 939-5662

Professional Profile

Approximately 12 years of telecommunications, computer and business administration experience in various capacities. Over 10 of those years were spent building and operating a successful Internet Service Provider from the ground up. Skills include:

- Network Design and implementation
- Network Operations Center Design and implementation (24x7)
- Telecommunications Design (Both Voice and Data) for Regional
- Deployment (South East, USA)
- Project Management
- Telecommunications Software Design (Billing)
- Systems Analyst
- Bi-Lingual Fluent in both English & Spanish

Professional Experience

RedSquare, Corporation. 02-04 thru Present

Vice President of National Operations

Achievements:

- Designed and implemented all aspects of bringing company online.
- Administration and design of Technical resources. Procurement and implementation of our network elements to include class 4 and class 5 switching elements. SS7, Billing and CMS system.
- Hiring of all contractors and technical employees including network engineers, switch technicians, call center agents and fiber contractors.
- Design of our equipment offices as well as all ILEC Central Office facilities colocation.
- Company Liaison to the ILEC's for interconnection negotiations.

Responsibilities:

- Vice President and Network Operations Management.
- Contract administration and execution for all aspects of the company to include ICA's (Inter Connection Agreements).
- Code acquisition and administration.
- Regulatory compliance.
- Develop and adhere to budget for all aspects of operations.
- Network diagrams.
- Network Element integration.
- Carrier relations (RBOC, Non RBOC and CLEC).
- Legal resource administration. (Filings and compliance).
- Disaster Plan development and implementation.
- Sales and Marketing development
- Trunking development and implementation.

CETLink.Net, Rock Hill, SC 10-94 thru 01-05 President / CEO

.00140111111111

<u>Achievements:</u>

- Designed and implemented all aspects of bringing company online.
- Administration of Financial resources to include providing all the seed money required to open and sustain operations until the company could self-sustain.
- Administration of Technical resources.
- Network design, implementation and operation of a 16 State wide IP network.
- Personnel management required to run the operation. All hiring and training of the staff that at its largest exceeded 35 employees.
- Network call center implementation and operation servicing in excess of 35,000 customers at a volume of 1500 to 2500 calls per day.
- Developed and deployed successful VoIP carrier system.

Responsibilities:

- Chief Executive Officer
- Carrier relations and procurement
- Project Management
- Contract Administration
- Financing

Ebenezer Computers, Rock Hill, SC 10-03 thru Present **President**

Achievements:

- Turned company around from loss to operational profit in 6 months time.
- Retrained existing staff.
- Increased sales and service business of the company by nearly 60%.

Responsibilities:

- President
- Personnel Management
- Product development and implementation
- Marketing and Sales
- Financing

Exhibit B

(Chief of Operations) COO - RedSquare Corporation

Timothy R. McKee 2144 Poinsett Drive Rock Hill, SC 29732 803-366-6626 803-980-1921 tim@redsquarecorp.com

January 1, 2004 - present

COO - RedSquare Corporation - Primary responsible to organize and manage RedSquare Corporation's CLEC operations in South Carolina under the general direction RedSquare Corporation's CEO.

Extensive background with Cisco hardware up to GSR (12xxx) routers, Catalyst switches up to 65xx, and BPX/MSR8540 ATM switches. Experienced with parts of Nortel, Nokia, Lucent, and Radware product lines. Extensive experience crafting highly redundant WAN/LAN routing/switching topologies using ATM/PNNI, IP, TCP, UDP, ICMP, VLAN, NAT, ACLs, PVC, VPN, ARP, PPP, RIP, IPSEC, SNMP 3DES, MPLS, 802.11b, HSRP, VRRP spanning tree (STP/PVST), OSPF, and BGP4 (using communities and route-maps). Extensive experience with UNIX (Solaris and DEC) and UNIX derivatives (Linux and FreeBSD) used as server platforms. Experienced with network security to include firewalls (PIX and NetScreen). Experienced in cabling and fiber optic distribution. Extensive experience programming at all levels, including system/kernel level and device driver level, using a wide variety of languages and tools.

Extensive managerial and technical experience in all areas of telecom networking and general IT functionality, specifically including departmental leadership, staffing/team building, budgeting, cost containment, tactical and strategic planning, product evaluation and selection, vendor negotiation, project management, rapid application design (RAD), relational database design/management, human interface design, process control automation and monitoring, LAN/WAN design/implementation, and extensive network/system security design.

EDUCATION

B.S., Chemistry, Lander College, Greenwood SC Various technical and managerial courses.

CLEARANCES

A 'SECRET' clearance was granted by the United States Air Force during my tenure as an officer on active duty.

The U. S. Department of Energy (DoE) granted me nuclear 'Q' clearance with 'Top Secret' rider during my employment at the Savannah River Site.

EXPERIENCE:

President October 2002 to January 2004

Sr. Director of Data Network Engineering & Operations
Sr. Director of Data Network Planning
March 2000 to October 2002

Supervisor: Gary Merck/Keith Coker

Senior Network Engineer October 1999 to March 2000 Supervisor: Paul Falcon

Chief Technology Officer June 1993 to October 1999 Supervisor: Ann diSilvestre

Senior Analyst August 1991 to June 1993 Supervisor: Eric Dubiner

Process System Engineer August 1989 to August 1991 Supervisor: John L. Graham

Process System Analyst February 1987 to August 1989 Supervisor: Robert R. Butterworth

System Engineer February 1986 to February 1987 Supervisor: Scott Howie

Chief, Management Information Services July 1984 to February 1986 Supervisor: LTC C. Donald Worthy

Chief, Laboratory Computer Services April 1982 to June 1984 Supervisor: LTC Larry C. George

Software/Electrical Engineer
July 1980 to July 1981
Supervisor: Harold Mauch (deceased)

Programmer Analyst/Instructor

BaseWorx Network Consulting Services, LLC 2144 Poinsett Drive Rock Hill, SC 29732

NuVox Communications, Inc. 301 N. Main St., Suite 5000 Greenville, SC 29601

C. E. T., Inc. 420 Dave Lyle Blvd. Rock Hill, SC 29730

Info Avenue Internet Services, LLC 3555 Centre Circle, Suite A Fort Mill, SC 29715

Cortex Corporation 100 Fifth Ave., 6th Floor Waltham, MA 02154

Day Data Systems 6302 Fairview Rd. Charlotte, NC 28210

Westinghouse SRC Savannah River Site Aiken, SC 29808

Information Industries PO Box 1838 Kansas City, MO 64141

U. S. Air Force USAF OEHL Brooks AFB, TX 78235

U. S. Air Force Wilford Hall USAF Med Ctr Lackland AFB,

Percom Data Company Garland, TX

U. S. Air Force

School of Health Sciences

Sheppard AFB, TX

Wilford Hall USAF Med Cir U. S. Air Force

Lackland AF

Civil Engineering Center

Tyndall AFB, FL

U. S. Air Force

Programmer, Environmental Simulation Supervisor: COL Wm. Robertson (Ret)

Clinical Laboratory Officer Intern

Supervisor: LTC Brent Seager

8791 Ylut of 7791 Ylut

0391 ylut of 8791 ylut

September 1976 to July 1977

Supervisor: COL Michael MacNaughton

727 Cross Creek Ct Phone 803 524 1711 Rock Hill, SC, 29732- Fax 803 327 0481 9111

E-mail peter@redsquarecorp.com

Peter Moss

Work experience	January 2004 – Present	RedSquare Corporation	Rock Hill, SC
	Software Technical Offic	er -Manage Technical Staff	
	1997 - Present Chief Operations Officer	Computer Enhancement Tech.	Rock Hill, SC
	1988 – 1996 System Analyst	BayTech	Hastings, NZ
	1987 – 1988 Programmer	Ram Management	Napier, NZ
	1984 - 1987 Programmer/Manager	Wall & Associates	Napier, NZ
	1980 - 1984 Computer Programmer	Perception Software	Napier, NZ

8150 Shirley Ave, Reseda, CA. 91335-1048

drk@drkngs.net

Professional Profile

Over 20 years of experience in computer related industries, specializing in Telecommunications, and Networking hardware and software development. Over 10 of those years spent focusing on operations management automation integration. Skills include:

- Project Management.
- Network Design & Deployment.
- Central Office Design & Deployment.
- Network Operations Management.
- Software Development & Management.
- Telecommunications Hardware Design.
- Telecommunications Software Design.
- Networking Protocol software Implementation.

- Networking Protocols: TCP/IP, DECNET, X.25, H.323, SIP, RTP, Q.931/921, SS7, OSI/CLNS.
- Programming languages: C/C++, Perl, Visual Basic, C#, VB.NET, ASP, ASP.NET, JavaScript.
- Operating Systems: Unix/Linux, Windows 2000/XP/2003, VMS, TOPS-20.
- Switches: 5ESS, 4ESS, DMS, VCO/4K, DSP-1000, Mitel, Definity, Aspect, Televantage.

Professional Experience

DRK Network & Graphics Solutions, Reseda, CA 06-96 - Present CEO/CTO

Achievements:

- Designed custom carrier class SIP Proxy Server.
- Designed custom carrier class H.323 Gatekeeper.
- Designed web based subscriber self management system.
- Designed web based network administration system.

Responsibilities:

- Contract advanced administration for CLEC, IXC, and VoIP carriers.
- Contract administration and support for ISPs.
- CLEC product development
- VolP Carrier Product Development.
- Project Management of development and operations staff.

Fastpoint Communications, Los Angeles, CA 10-99 – 02-01

Director of Engineering

Achievements:

- Replaced local Subscriber DSL Network w/ Nation Wide ATM Backbone.
- Developed automation provisioning system for existing CRM platform.
- Designed Call Center Automation System to connect ACD to CRM Platform.

Responsibilities:

- Managed Network Operations.
- · Managed Network Engineering.
- Technical Support Escalation Resolution and Analysis

InternetConnect, Los Angeles, CA 02-98 – 10-99 CTO/Director of Engineering

Achievements:

- Designed and Implemented Nation Wide Commercial Voice and Data ATM Network.
- Designed and Implemented Subscriber DSL Network for Voice/Data.
- Designed and Implemented Automated Provisioning System.

Responsibilities:

- Product Research.
- Design of new Product.
- Management of Product Deployment.
- Advanced Operations Management.

Network Telephone Services, Woodland Hills, CA 03-89 – 01/98

Head Systems & Telecommunications Engineer

Achievements:

- Designed and Worked on Implementation of custom class 4 switching platform
- Designed and Developed Custom IVR system.
- Designed and Developed Custom Hardware/Software Digital Conference system on ISA Card
- Managed Deployment of class 4 Central Office.

Responsibilities:

- Manage top level Engineers.
- Design Custom Platforms
- Project Management

References

References are available upon request.

Phone/Fax: 803.935.4827 Email: jenam@rjsonline.net

Experience

Administrative Manager 2/99 to 3/04

Dunstone Company, Inc.

Charlotte, NC

- Performed accounting/bookkeeping services from invoicing, payroll, accounts payable/receivable, through general ledger using
- Provided customer service, inside sales services, collections, and benefits administration
- Upgraded computer utilization and functional capabilities to eliminate labor intensive manual procedures reducing administrative labor required by 40%

Consultant/Trainer/Temporary Management & Training Contract Positions 1/86 to Present

Jenam Resources

- Mentor on the Lake, OH Rock Hill, SC Jacksonville, FL
 - Provide consulting services in Human Resource areas including training, development, labor relations, benefit costing, conflict resolution, needs assessments for training, safety program development, and FMLA, OSHA and ADA compliance
 - Provide setup and training for Quicken/Quick Books, and DacEasy, perform account functions
 - Design and execute development projects for small businesses, political, and non-profit organizations
 - Present seminars and workshops (List available.)
 - Taught non-credit courses for Women's Center, Community Education Division, and Center for Business & Industry at Lakeland Community College

Industrial Technology Training Developer 1/90 to 7/90

Lakeland Community College

- Mentor, OH
 - Temporary six month contract position for development project Ohio Board of Regents Productivity Improvement Grant
 - Contracted firms to increase awareness of the services offered by the Center for Business & Industry. Assisted in developing a survey designed to determine training needs for area businesses and level of satisfaction with current methods of training deliver. Liaison to business and professional organizations within service area
 - Coordinated services with Ohio Technology and Training Office agent and Community Education Division when needs assessments determined they were the most effective service deliver vehicle. Arranged for technical services, including assistance in performing needs assessments to actual training, with Lakeland's Engineering Resource Center.
 - Arranged and coordinated training from facilities, instructors, training materials, and food service for industry training projects
 - Wrote county-wide industry guide, published by College, for use by Economic Development Center and area Chambers of Commerce to attract Industries to county
 - Collaborated on training proposals requesting Ohio Industry & Technology Partnership funds.

Executive Director 7/94 to 2/95

Painesville, OH

Lifeline to Economically Disadvantaged Consumers

- Temporary six month contract position for reorganization of a non-profit community service organization and increase grant income.
- Developed new by-laws, wrote employee handbook and procedure manuals, hetworked computer system, established accountability policies, simplified accounting procedures, and trained staff to present programs to public.
- Wrote grant applications and received funding in the amount of \$480,000
- Wrote Employee Handbook, Policy and Procedures Manuals, and New Employee Training Guide
- Established joint projects with Women's Center of Lakeland Community College to provide training for welfare mothers needing skills to return to the workforce and with Money Concepts, Inc. to provide budgeting training for welfare recipients
- Streamlined operation of federal winter heating program (HEAP)
- Worked with U.S. Marine Corps to wrap and distribute "Toys for Tots" Christmas program in Lake County, OH

Director of Operations 12/95 to 6/97 Willoughby, OH

Physical Therapy Dynamics, Inc.

- Managed all phases of the corporation (with the exception of clinical decisions) including: all human resource functions, accounting functions, payroll, customer relations, public relations, sales, billing, insurance reimbursements, quality assurance, collections, and contract negotiations
- Prepared contracts and proposals for services with insurance companies, hospitals, etc.
- Supervised non-clinical operation for two clinics, home health services, and six sub-contract clinics
- Prepared marketing pieces for all four clinical services: physical, occupational, speech, and massage therapies

Elected Member of City Council 1/90 to 12/96

City of Mentor on the Lake, CH

- Elected to two terms as a member of council at large
- Major accomplishments were in bringing an accreditation program into the police department, negotiating union contracts for police Served as chairperson of the Safety Services Committee, the Recreation Committee, and the Community Cutreach Committee

and fire personnel, and obtaining grant funding for summer recreational program for low income residents.

United States Lighting Service, Inc.

Willoughby, OH Operations Director 5/80 to 5/87

developing customer database, upgrading), accounts payable/receivable, and payroll. Prepared sales and cash flow budgets for unemployment compensation, training, development of employee hand book, etc.), Computer Center (purchasing hardware/software, Managed administrative operations including Service Delivery Systems, Human Resources (hinng, fining, benefits, worker's and

maintenance program. coast to coeptation required to client corporate headquarters to maintain relationships and cooperation required to achieve a successful Directed Customer Service and Public Relations including sales of additional services and training of client personnel. Extensive Controller

Education

Lake Erie College, June 1979

Major: Personnel Administration & Labor Relations Bachelor of Science in Business Administration

Minor: Accounting

Annual Award 1979. Founder and President of the Student Chapter of the American Society of Personnel Administrators-Lake County, GPA 3.95, Summa cum Laude, Class Valedictorian, Wall Street Journal Business Student of the Year 1979, Organizational Management

Lakeland Community College, June 1978

Associate in Applied Business

Major: General Management

Minor: Accounting

STOR 3.97, Summa cum Laude, Wall Street Journal Business Student of the Year 1978

Continuing Education

Seminars and workshops in workers' and unemployment compensation, employee benefits, medical practice management methods, public administration (Master's level accreditation series for elected municipal officials-Kent State University-1990-96) Credit and non-credit courses in computer science, business administration, secondary/post-secondary teaching principles and

Affiliations

and Board Member of Women Business Owners of the Western Reserve (8 years) .years), Board Member of Lake County, Mentor, and Painesville Chambers of Commerce (6 years), President, Vice-President, Secretary, Previous volunteer positions - President/Program Director Lake County Safety, Council (6years), President Employer Resource Council (2) York County Public Library Volunteer -- Friends of the Library Volunteer -- Previously Board Member of Mentor Public Library (Ohio) Community Theatre Volunteer: board member, production coordinator, and just once-actress (Rock Hill & Ohio) Member of Youth Ministry Adult Volunteer Board, Church Librarian, Certified Religious Education teacher -- 20 years (Rock Hill & Ohio)

References, Salary History, and Consulting Fees Furnished Upon Request

Exhibit C

REDSQUARE CORPORATION

FINANCIAL STATEMENTS DECEMBER 31, 2003

REDSQUARE CORPORATION

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The Stockholders and Board of Directors RedSquare Corporation Las Vegas, Nevada

Ed Bailly LCP

We have compiled the accompanying balance sheet of RedSquare Corporation as of December 31, 2003, and the related statement of operations for year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting information, which is the representation of management in the form of financial statements. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Fargo, North Dakota

June 1, 2004

REDSQUARE CORPO TION BALANCE SHEET DECEMBER 31, 2003

ASSETS	
CASH	\$ 834,527
DEFERRED INCOME TAXES	129,000
LAND HELD FOR RESALE	550,000
EQUIPMENT Less accumulated depreciation	25,729 (14,802) 10,927 \$ 1,524,454
LIABILITIES AND STOCKHOLDERS' EQUITY	
ACCRUED INTEREST	\$ 8,056
NOTES PAYABLE	308,442
DUE TO RELATED PARTIES	54,157
STOCKHOLDERS' EQUITY Capital stock Retained earnings	1,356,810 (203,011) 1,153,799

REDSQUARE CORPORTION STATEMENT OF OPERATIONS AND RETAINED EARNINGS YEAR ENDED DECEMBER 31, 2003

OPERATIONS	
REVENUE	
Interest income and gain from currency exchange	\$ 258,153
Miscellaneous	53,149
	311,302
OPERATING EXPENSES	
Travel	33,426
Employee benefits	30,276
Contracted services	23,514
Taxes, licenses and permits	13,030
Professional fees	10,317
Rent	8,168
Interest expense	8,056
Depreciation	6,164
Supplies Meals and entertainment	5,360
Utilities	3,035
Printing and reproduction	2,704
Insurance	2,666
Miscellaneous	800 521
Dues and subscriptions	292
Bank charges	291
Repairs	221
Total operating expense	148,841
INCOME BEFORE INCOME TAXES	162,461
	,
INCOME TAX BENEFIT	129,000
NET INCOME	\$ 291,461
RETAINED EARNINGS	
BALANCE, BEGINNING OF YEAR	\$ (494,472)
	Ψ (1/2/2/2)
NET INCOME	291,461
BALANCE, END OF YEAR	\$ (203,011)
	(,)

REDSQUARE CORPOTATION STATEMENT OF CASH FLOWS YEAR ENDED DECEMBER 31, 2003

OPERATING ACTIVITIES Net income Charges and credits to net income not affecting cash	S	291,461
Depreciation		6,164
Interest		8,056
Deferred income taxes		(129,000)
NET CASH FROM OPERATING ACTIVITIES	****	176,681
INVESTING ACTIVITIES		
Purchase of land held for resale		(550,000)
Purchase of property and equipment		(1,429)
Collection of notes receivable		327,589
NET CASH USED FOR INVESTING ACTIVITIES		(223,840)
FINANCING ACTIVITIES		
Proceeds from long-term debt		308,442
Net change in due to related parties	<u></u>	11,657
NET CASH FROM FINANCING ACTIVITIES		320,099
NET CHANGE IN CASH		272,940
CASH AT BEGINNING OF YEAR		561,587
CASH AT END OF YEAR	<u>\$</u>	834,527

NOTE 1 - PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES

RedSquare Corporation (the Company) is a wholly owned subsidiary of Manitoba Ltd., LLC. The Company is a Nevada corporation.

Concentration of Credit Risk

The Company's cash balances are maintained in several bank deposit accounts, the balances of which periodically exceed federally insured limits.

Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Land Held for Resale

Land held for resale includes the purchase price and development costs related to installation of water and sewer lines. The land is held for the purpose of dividing into lots for resale.

Property and Equipment

Property and equipment is stated at cost. Depreciation is computed using accelerated methods over the useful lives of the assets. Equipment is depreciated over 5 - 7 years.

NOTE 2 - LONG-TERM DEBT

Long-term debt at December 31, 2003, consists of the following:

5.13% related party note payable, due in full with accrued
interest on December 31, 2006, unsecured
5.13% related party note payable, due in full with accrued
interest on December 31, 2006, unsecured
68,442

The entire balance of long-term debt matures on December 31, 2006.

308,442

NOTE 3 - RELATED PARTY TRANSACTIONS

As shown in Note 2, at December 31, 2003, the Company owed \$308,442 to Manitoba Ltd., LLC, a related party. The Company also owed \$53,269 directly to the majority shareholder of Manitoba Ltd., LLC at December 31, 2003, for advances and reimbursements.

NOLE 4 - INCOME LYXES

The deferred tax asset consists of the following components as of December 31, 2003:

179,000	\$
000,811 000,1	\$ Deferred tax assets: Net operating loss carryforwards Foreign tax credit carryforward

The components giving rise to the deferred tax asset described above have been included in the accompanying financial statements as of December 31, 2003, as a noncurrent asset.

Operating loss carryforwards for federal tax purposes totaling approximately \$321,000 as of December 31, 2003, will begin to expire in 2021.

The benefit for income taxes charged to operations for the year ended December 31, 2003, is the result of recording the deferred tax asset.

Supplement to Exhibit C of Financial Capability of RedSquare Corporation

RedSquare Corporation is financially fit to provide facilities-based local and resold interexchange telecommunications services in South Carolina.

RedSquare is financially qualified to provide the local exchange and intrastate, interexchange telecommunications for which authority is requested. Financial Statements of RedSquare dated September 20, 2005 are attached to the Application as **Exhibit C**. The Company is not planning to install any plant or equipment in the state. Serving additional markets via UNE-P for local exchange and resale for interexchange does not require substantial capital investment. Thus, the incremental cost of expansion is minimal.

In addition to having sufficient financial resources, the senior management team of RedSquare has a varied and detailed background in telecommunications. Biographies of key personnel are attached to the Application as **Exhibits A and B**.

Granting RedSquare's application will introduce a telecommunications service provider committed to providing high quality, innovative, and technologically advanced services that will further increase telecommunications competition within the State of South Carolina. RedSquare's service offerings will increase consumer choice, improve the quality and efficiency in telecommunications services and will likely lead to the reduction of consumer costs, as well as stimulate development of additional services by providing competitive incentives to other providers. Thus, granting RedSquare's application is in the public interest.

I, Daniel L. Wentz, President and CEO of RedSquare Corporation, affirm that the unaudited financial statements attached hereto as Exhibit _C_ to this Application to Provide Alternative Local Exchange Service within the State of Florida are true and correct.

Daniel L. Wentz

CEO of RedSquare Corporation

Exhibit D

Specialized Common Carrier Service

Regulations and Rates

of

RedSquare Corporation, D/B/A RedSquare Communication Corporation

This price list includes the rates, charges, terms and conditions of service for the provision of intrastate data communications services by RedSquare Corporation, D/B/A RedSquare Communication Corporation between locations within the State of Florida.

Issued: September 7, 2005

Effective:

By: Daniel L. Wentz, President
RedSquare Corporation
D/B/A RedSquare Communication Corporation
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Las Vegas NV 89117
Pharma 704/521 1036

Phone: 704/521-1036 Email: dlwentz@earthlink.net

CHECK SHEET

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

<u>PAGE</u>	REVISION	<u>PAGE</u>	REVISION
1	Original	19	Original
2	Original	20	Original
3	Original	21	Original
4	Original	22	Original
5	Original	23	Original
6	Original	24	Original
7	Original	25	Original
8	Original	26	Original
9	Original	27	Original
10	Original	28	Original
11	Original	29	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original	32	Original
16	Original	32	Original
17	Original	33	Original
18	Original	34	Original
		35	Original

Issued: September 6, 2005 Effective:

By: Daniel L. Wentz, President

RedSquare Corporation

D/B/A RedSquare Communication Corporation

9324 Alameda Harbor Avenue

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Issued: September 6, 2005

Effective:

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (M) To signify material relocated from or to another part of price list schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but no change in rate, rule or condition.

EXPLANATION OF ABBREVIATIONS

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

LEC Local Exchange Company.

NECA National Exchange Carriers Association.

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SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Customer's telephone to a switching center or point of presence designated by the Company.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this price list. The Customer remains responsible for payment of services.

RedSquare - Used throughout this price list to refer to RedSquare Corporation

BPS - Bits Per Second.

Broadband Circuits - Circuits with a capacity greater than DS-1 capacity or 1.544 Mbps.

Capacity - The carrying ability of a dedicated leased line measured in bits per second.

Commission - The Florida Public Service Commission.

Company or Carrier - RedSquare Corporation unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's price list.

Dedicated Access Arrangement - An arrangement whereby the facilities used between the Customer's premises and the RedSquare point of presence are directly linked. Such arrangements may involve interconnection facilities provided by another carrier or a local access provider.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Dedicated Access Circuit - Access facilities between the Customer's premises and the RedSquare point of presence which are used exclusively for the transmission of the Customer's calls using the Company's services.

Digital Service (DS) - Hierarchy of digital signal speeds used to classify capacity of lines and trunks.

DS-0 - Digital Service, Level 0. Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM).

DS-1 - Digital Service, Level 1. Consists of 24 DS-0 channels and has a capacity of 1.544 Mbps.

DS-3 - Digital Service, Level 3. Equivalent of 28 DS-1 channels and operating at 44.736 Mbps. (Also known as T-3).

Fractional DS-1 - Circuits with a bandwidth or capacity below DS-1 speeds with a capacity equal to "n" times 64 Kbps, where "n" equals the whole number of DS-0 equivalent increments, and is less than 24 (*i.e.*, n=4 is 4 DS-0 increments or 256 Kbps).

Interconnection Facilities - Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

International Telecommunications Union-the Telecommunications Services Sector (ITU-T) - Formerly known as the *Comite Consultatif International Telegraphique et Telephonique*, the ITU-T is a standards organization that devises and proposes recommendations for international communications.

Kbps - Kilobits per second.

Latency - The time it takes for information to get through the network, sometimes referred to as delay.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Local Access Circuit - A dedicated circuit provided by a Local Exchange Carrier connecting the customer's presence with a RedSquare Point of Presence (POP).

Mbps - Megabits per second.

On-Net Circuit - A Dedicated Leased Line Inter-Office Channel (IOC) that is provisioned: (i) entirely between two domestic U.S. RedSquare POPs in separate LATAs; and (ii) utilizes only RedSquare-owned fiber optic lines.

Optical Carrier - Level N (OC-N) - The optical interface designed to work with the STS-n signaling rate in a Synchronous Optical Network (SONET). OC-1 is a 51.840 Mbps signal. All higher levels are direct multiples of OC-1.

Point of Presence (POP) RedSquare's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls or dedicated interconnection with a LEC.

Port or Port Connection - The point of entry into a public frame relay or ATM network service. Each Port is fixed at a presubscribed speed.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Subscriber - See Customer.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

Virtual Circuit (VC) - A communications link - voice or data - that appears to the user to be a point-to-point circuit. VCs are two-way, software-defined data paths between two ports that act as replacements for private or dedicated leased lines in the customer's network. A virtual circuit is referred to as a logical, rather than a physical path, for a call.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of RedSquare Corporation

RedSquare's services and facilities are furnished for communications originating and terminating within the United States under terms of this price list. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

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

2.2 Use

Services provided under this price list may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this price list.
- 2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this price list, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

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2.3 Limitations, (cont'd.)

- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an effect on the business or economic feasibility of providing service, as determined by RedSquare in its reasonable judgment.
- who, in the Company's judgment, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this price list; or does not pass a credit check; or (B) if the Company believes that the person's or entity's use of the Service would violate the provisions of this price list or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or (C) if the Company determines in its sole discretion that facilities are not available to provide the Service; or (D) if the Company determines in its sole discretion that any order for Service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (E) the Service requested has been discontinued; or (F) if an order for the Service may be denied under the terms of any carrier, switched or independent sales representative agreement.
- 2.3.6 The Company reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. The Company also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.
- 2.3.7 The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective authorized users.

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2.4 Assignment or Transfer

All service provided under this price list is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this price list shall apply to all such permitted transferees or assignees.

2.5 Liability

- 2.5.1. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this price list (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company or any of its Affiliates be liable to Customer, its customers or any of their affiliates under this price list for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this price list, even if Customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- 2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment,

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2.5 Liability, (cont'd.)

the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond its reasonable control as determined by the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the decisions, rules, regulations and orders of the Commission or any other federal, international, state, or local governmental agency or authority.

The customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's customers services or equipment used for or with the services the Company offers.

The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.

The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may install at premises of the Company, nor shall the Customer hold the Company liable.

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the

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2.5 Liability (cont'd.)

Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

- 2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of all attorney's fees and disbursements) against:
 - 1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over the Company's facilities or equipment;
 - 2. Claims for patent infringement arising from combining or connecting the Company's facilities with facilities, equipment, apparatus or systems of the Customer; and
 - 3. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.
- 2.5.7 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.

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2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this price list or by mutually agreed upon contact. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in the price list.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

2.7.2 Payment for Service

Billing will be payable upon receipt. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

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2.7 Billing and Payment for Service (cont'd.)

2.7.4 Returned Check Charge

The Company reserves the right to assess a returned check charge of \$25.00 or the maximum amount allowed by Florida law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.7.5 Non-Recurring Charges

Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service those costs will also be charged to the Customer.

2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two (2) months' estimated usage, may vary with the Customer's credit history and projected usage, and shall be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9 Taxes and Fees

All stated charges in this Price list are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities.

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Effective:

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2.10 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a hub, switch, CSU/DSU, or router. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of RedSquare's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.11 Interconnection

- 2.11.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- **2.11.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this price list and the other common carriers' price lists.

2.12 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this price list are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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2.13 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or the failure of channels. equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this price list.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation, every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

Credit = $A/30 \times B$

A = outage time in days

B = total monthly charge for affected service.

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2.14 Cancellation by the Customer

- 2.14.1 The Customer may have service discontinued upon thirty (30) days oral or written notice to the Company. The Company shall hold the Customer responsible for the payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.
- 2.14.2 Should Customer terminate prior to the end of the Initial Term, Customer agrees to pay RedSquare for the balance due under the contract for the entire Initial Term. Unless the Customer notifies RedSquare at least 30 days prior to the end of the Initial Term, the Service Contract automatically shall be extended for a term equivalent to the Initial Term. After the Initial Term, Customer may terminate the Service at any time upon 30 days notice to RedSquare.

2.15 Refusal or Discontinuance by the Company

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

- 2.15.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.
- 2.15.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.15.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

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Phone: 704/521-1036

2.15 Refusal or Discontinuance by the Company, (cont'd.)

- 2.15.4 For any violation of law or of any of the provisions governing the furnishing of service under this price list: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.15.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
- **2.15.6** For unauthorized or unlawful use of Authorization Codes: Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.16 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

In addition, the Company may recover from the Customer its costs incurred in disconnecting and reconnecting service.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Dedicated Leased Line Service

3.1.1 Description

RedSquare's Dedicated Leased Line service is an interLATA high-speed digital communications service using a physical fiber optic connection between two Florida locations. Dedicated Leased Lines are non-switchable connections that can provide a constant and committed availability of capacity (for a single Customer) on a transmission path only between fixed. customer-specified locations. Dedicated Leased Line transmission speeds range from the DS-0 level up to and including OC-n speeds. Dedicated Leased Line circuits at DS-0, Fractional DS-1, DS-1 and DS-3 levels may be available between any two POP locations within the State of Florida Broadband Circuits over DS-3 capacity are only available as On-Net Circuits between POPs. Provision of Dedicated Leased Line circuits are subject to facilities and capacity availability.

Dedicated Leased Line circuits with speeds at or below DS-1 are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to the Customer or End-User locations (as determined by the NPA/NXX of the locations). Broadband Dedicated Leased Lines are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to each fixed Customer or End-User location. For Dedicated Leased Line circuits at speeds at or below DS-1, the provision of Local Access Circuits may be coordinated directly by Customer or may be coordinated by RedSquare on Customer's behalf. For Broadband Dedicated Private Line circuits, RedSquare shall be solely responsible for all local access coordination functions and all costs for the interconnection of each Customer premise with the RedSquare network at the nearest available POP.

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3.1 Dedicated Leased Line Service, (cont'd.)

3.1.1 Description, (cont'd.)

RedSquare shall invoice the Customer on a monthly basis at the Customer's designated site in the State of Florida, in accordance with the following schedule: (i) one (1) month in advance for all recurring MRC charges due under this Agreement, in addition to the retroactive billing for the first billing invoice of a service; and (ii) in the month preceding the applicable usage (i.e. month of contract execution) for all NRC charges. Failure of RedSquare to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by RedSquare of its rights to payment for such charges.

3.1.2 Rates and Charges

Rates set forth herein for RedSquare services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier ("LEC"), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore access and access related charges are additional charges.

OC-n pricing will be on an ICB (Individual Case Basis). Pricing will be based on a 100 mile minimum circuit, and therefore circuits with V&H mileage between the two customer sites of less than 100 miles, will be priced at 100 miles.

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3.1 Dedicated Leased Line Service, (cont'd.)

3.1.3 Broadband Facility Minimum Service Term

Customer acknowledges that the Rates and Charges described in this price list Section are based on the commitment of the Customer to utilize the Broadband Circuits or Facility for a specified minimum period of time. Therefore, notwithstanding anything in this price list to the contrary and in addition to other charges set forth in the price list, the Customer will be billed and required to pay to RedSquare all rates, fees and charges which accrue for each Broadband Circuit and for all associated local access during the entire Circuit Minimum Service Term (as defined below) applicable to each such Broadband Circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such Broadband Circuit during all or any part of the Circuit Minimum Service Term applicable to such Circuit.

The "Circuit Minimum Service Term" for each Circuit, is defined as follows:

For DS-0, Fractional DS-0 and DS-1 Leased Line Circuits:

No "Circuit Minimum Service Term" shall apply.

<u>For DS-3 and OC-n Broadband service the "Circuit Minimum Service</u> Term" shall be as follows:

The Circuit Minimum Service Term shall be a minimum period of one (1) year, beginning from the date of service order fulfillment.

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3.1 Dedicated Leased Line Service, (cont'd.)

3.1.4 Termination of Service

Upon termination of the Customer's agreement or upon termination of a broadband circuit, which has not met the "Circuit Minimum Service Term", all monthly recurring charges and non-recurring charges shall retroactively be collected.

- 1. Credit Allowances shall not apply in the event that RedSquare's Domestic Dedicated Leased Line Service is unavailable due to any of the following:
 - (a) Interruptions on Domestic Dedicated Leased Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that RedSquare and the Customer have tested and mutually agree is working as ordered.
 - (b) Interruptions caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.
 - (c) Interruptions due to failure of power at the customer premise or failure or poor performance of customer premise equipment.
 - (d) Interruptions during any period in which RedSquare or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate.
 - (e) Interruptions during any period when the Customer or user has released service to RedSquare for maintenance or rearrangement purpose, or for the installation of the Customer's service order.

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3.1 Dedicated Leased Line Service, (cont'd.)

3.1.4 Termination of Service, (cont'd.)

- (f) An interruption during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
- (g) Interruptions resulting from a failure of an underlying local exchange carrier where the local access circuit was not provided by RedSquare.
- (h) Interruptions resulting from the Customer's use of services in an unauthorized or unlawful manner.
- (i) Interruptions resulting from a RedSquare disconnect for nonpayment or an interruption of service resulting from incorrect orders from the Customer.
- (j) Interruptions during any period when the Customer has made the circuit available to RedSquare for installation, maintenance or grooming.
- (k) Force Majeure events, beyond the reasonable control of RedSquare, including but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of RedSquare.

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3.2 DSL Service

3.2.1 General

DSL Service is a high speed data access service that uses digital subscriber line technology over existing copper facilities, which are also used to provision customer's local exchange service. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this price list.

3.2.2 Definitions

- 1. ADSL: Asymmetric Digital Subscriber Line Service.
- 2. CDL: the customer's designated location.
- 3. Downstream: the transmission path from the Company's High Speed DSL Connection Point to the customer's designated premises.
- 4. DSL Connection Point: a location designated by the Company that serves as an aggregation point for the collection of DSL traffic from multiple serving wire centers.
- 5. IDSL: Integrated Services Digital Subscriber Line Service.
- 6. SDSL: Symmetrical Digital Subscriber Line Service.
- 7. Splitter: a passive band filter that divides the frequency of a copper facility.
- 8. Upstream: the transmission path from the CDL to the DSL Connection Point.

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3.2 DSL Service, (cont'd.)

3.2.3 Service Description

- 1. ADSL Service: ADSL Service is an access data technology service offered in speed levels of 608 Kbps Downstream/128 Kbps Upstream, and 1.5 Mbps Downstream/384 Kbps Upstream. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.
- 2. IDSL Service: IDSL Service is an access data technology service offered in speed levels of 144 Kbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.
- 3. SDSL Service: SDSL Service is an access data technology service offered in speed levels of 192 Kbps, 384 Kbps, 768 Kbps, 1.1 Mbps, and 1.5 Mbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.

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3.2 DSL Service, (cont'd.)

3.2.4 Service Provisioning

All DSL Services are provisioned over existing copper facilities and transported to the Company's backbone network. DSL service provides a connection from the customer's designated location to the DSL connection point.

Access from the Company's DSL connection point will be provided via Dedicated Leased Line Service, where facilities permit. The Dedicated Leased Line Service must be of sufficient bandwidth to support the maximum speed of the DSL service being provided. Dedicated Leased Line Service is available under Section 3.1 of this Price list. A customer may use its existing interstate Dedicated Leased Line Service, or may submit an order to establish new facilities. If a customer utilizes Dedicated Leased Line Service from Section 3.1, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the DSL Service rate element.

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

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3.3 Remote Dial Service

Analog, dial-up Internet access service provided at speeds up to 56 kbps.

3.4 Internet Gateway

Internet Gateway is a single port, Ethernet-based, dedicated Internet access service for the business LAN. The customer is provisioned a single port on a RedSquare-owned Ethernet switch and an Ethernet cable runs from the switch to a customer-owned hub/switch/router located in-suite. Supported access speeds range from 256K up to 10Mbps. Service is provided only to tenants in RedSquare-wired partner buildings.

3.5 Internet Office

Internet Office is a multi-port, Ethernet-based, dedicated Internet access service for customers who do not operate a LAN. Each customer-owned device (i.e. PC, printer, server) is provisioned an individual port on a RedSquare-owned Ethernet switch and a virtual LAN (VLAN) is created for the customer which enables basic LAN functions such as printer and file sharing. Supported access speeds range from 256K up to 10Mbps. Service is provided only to tenants in RedSquare-wired partner buildings.

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SECTION 4 - RATES

4.1 Dedicated Leased Line Services

Service	NRC	MRC (Port)
DS-0 Service	\$700	\$700
DS-1 Service		
0-128K	\$1500	\$895
Burstable		
128-256K	\$1500	\$1295
Burstable		
256K-384K	\$1500	\$1695
Burstable		
384K-512K	\$1500	\$1895
Burstable		
512K and	\$1500	\$1995
Above		
Burstable		
1.5M Full	\$1500	\$1695
Rate		
T3 Service		
3M	\$4500	\$4500
6M	\$4500	\$6900
9M	\$4500	\$9000

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SECTION 4 - RATES, (CONT'D.)

4.1 Dedicated Leased Line Service, (cont'd.)

Service	NRC	MRC (Port)
T3 Service		
(cont'd)		
12M	\$4500	\$11800
15M	\$4500	\$14700
18M	\$4500	\$17500
21M	\$4500	\$19950
24M	\$4500	\$22500
27M	\$4500	\$24300
30M	\$4500	\$27900
33M	\$4500	\$30400
36M	\$4500	\$33000
39M	\$4500	\$35300
42M	\$4500	\$38000
45M	\$4500	\$40500

NOTE: All Local Loop Access Charges are quoted on an individual case basis. OCn NRC and MRC port charges are on an individual case basis.

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SECTION 4 - RATES, (CONT'D.)

4.2 Digital Subscriber Line (DSL) Service

Service	NRC	MRC (Port)
144K IDSL	\$500	\$149
192K SDSL	\$500	\$169
384K SDSL	\$500	\$199
768K SDSL	\$500	\$359
1.1M SDSL	\$500	\$399
1.5M SDSL	\$500	\$459
608K/128K ADSL	\$250	\$59.95
1.5M/384K ADSL	\$250	\$89.95

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SECTION 4 - RATES, (CONT'D.)

4.3 Remote Dial

\$16.95 per user per month for up to 150 hours of access. \$2.00 per hour for each hour in excess of 150.

4.4 Internet Gateway

Speed	NRC	MRC
256K	\$750	\$595
384K	\$750	\$695
512K	\$750	\$850
768K	\$750	\$995
1.5M	\$750	\$1295
3.0M	\$750	\$2499
6.0M	\$750	\$3995
10.0M	\$750	\$5995

4. 5 Internet Office

Speed	NRC *	MRC
256K	\$750	\$595
384K	\$750	\$695
512K	\$750	\$850
768K	\$750	\$995
1.5M	\$750	\$1295
3.0M	\$750	\$2499
6.0M	\$750	\$3995
10.0M	\$750	\$5995

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* **NOTE:** Additional startup charges apply for Internet Office based on the number of seats (i.e. devices) being wired. Variable charge per seat is \$120.

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SECTION 5 - SPECIAL PROMOTIONAL OFFERINGS

5.1 Competitive Response Promotion

From time to time, RedSquare may offer a new subscriber of service discounts (up to 100%) off the Customer's total usage charges. Such discounts may have variable terms of applicability and expiration dates. These discounts may apply to monthly recurring port charges, access loop charges, installation charges, and other non-recurring fees. The Company will file any such promotional offerings with the Commission for approval.

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SECTION 6 - SUBSCRIBER CHARGES

6.1 Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Price list, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), RedSquare reserves the right, at any time and without notice to: (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Price list to reflect the impact of such Regulatory Activity.

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SECTION 7 - MARKETING STATEMENT

As a utility under the regulation of the Florida Public Service Commission, the Company hereby asserts and affirms that as a provider of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in Florida, and it will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, it will be responsible for the marketing practices of any contracted telemarketers for compliance with this provision. It understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of Florida.

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Exhibit E

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN THE STATE OF FLORIDA

This Price List applies to the Switched Access Services furnished by RedSquare Corporation, D/B/A RedSquare Communication Corporation ("Company") between one or more points in the State of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 9324 Alameda Harbor Avenue, Las Vegas, NV 89117

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D/B/A RedSquare Communication Corporation

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Las Vegas NV 89117

CHECK SHEET

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

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EXPLANATION OF SYMBOLS, REFERENCE MARKS. AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

The following symbols shall be used in this price list for the purpose indicated below:

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify a increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation.
- R To signify a reduced rate.
- S To signify reissued material.
- To signify a change in text but no change in rate or regulation.

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DEFINITIONS

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RedSquare Corporation

D/B/A RedSquare Communication Corporation

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DEFINITIONS

Certain terms used generally throughout this Price list are described below.

Advance Payment

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

Access Services or Switched Access Services

The Company's interstate telephone services offered pursuant to this Price list.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier

See Interexchange Carrier.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company or RedSquare

RedSquare, the issuer of this Price list, and its concurring subsidiaries.

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DEFINITIONS (cont'd)

Company Calling Card

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

Credit Card

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

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User or User

Any person or entity that obtains the Company's services provided under this Price list, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

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DEFINITIONS (cont'd)

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Price list F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Price list.

Recurring Charge

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

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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<u>DEFINITIONS</u> (cont'd)

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price list, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Exchange telephone Company and the Customer.

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<u>DEFINITIONS</u> (cont'd)

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Exchange Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Universal Emergency Telephone Number (911) Service

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center

A building in which one or more central offices, used for the provision of exchange services, are located.

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APPLICATION OF PRICE LIST

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APPLICATION

This Price list applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to RedSquare Corporation.

This Price list applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Florida.

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REGULATIONS

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REGULATIONS

2.1 <u>Undertaking of the Company</u>

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this Price list.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Price list, a month is considered to have 30 days.
- B) Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this Price list, the prevailing party shall be end to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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2.1 <u>Undertaking of the Company</u> (cont'd)

2.1.3 Terms and Conditions (cont'd)

D) This Price list shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.

2.1.4 Limitations on Liability

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

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- 2.1 <u>Undertaking of the Company</u> (cont'd)
 - 2.1.4 <u>Limitations on Liability</u> (cont'd)
 - D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Common Carriers or warehousemen;
 - Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services:
 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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- 2.1 <u>Undertaking of the Company</u> (cont'd)
 - 2.1.4 <u>Limitations on Liability</u> (cont'd)
- D) (cont'd):
 - 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4 A. and B., preceding;
 - 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
 - 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
 - Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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- 2.1 <u>Undertaking of the Company</u> (cont'd)
 - 2.1.4 <u>Limitations on Liability</u> (cont'd)
 - D) (cont'd)
 - 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price list;
 - 11) Any noncompletion of calls due to network busy conditions;
 - 12) Any calls not actually attempted to be completed during any period that service is unavailable.
 - E) 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, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, 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.

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2.1 <u>Undertaking of the Company</u> (cont'd)

2.1.4 <u>Limitations on Liability</u> (cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, 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 equipment or facilities or the service.
- G) The 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 the 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.
- H) Except as otherwise stated in this Price list, 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.

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2.1 <u>Undertaking of the Company</u> (cont'd)

2.1.4 <u>Limitations on Liability</u> (cont'd)

I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Price list, the responsibility of the Company shall be limited to the furnishing of services under this Price list and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2.1 <u>Undertaking of the Company</u> (cont'd)

2.1.6 Ownership of Facilities

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

2.1.7 <u>Marketing Statement</u>

As a telephone utility under the regulation of the Public Service Commission of Florida, I do hereby assert and affirm that as a reseller of intrastate telecommunications services, I will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in Florida, and I will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, I will be responsible for the marketing practices of my contracted telemarketers for compliance with this provision. I understand that violation of this provision could result in a rule to show cause as to the withdrawal of my certification to complete intrastate telecommunications traffic within the State of Florida.

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2.2 <u>Prohibited Uses</u>

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price list will apply.

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2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 <u>Liability of the Customer</u>

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer (cont'd)

C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements

(A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

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2.3 Obligations of the Customer (cont'd)

2.3.3 <u>Jurisdictional Report Requirements</u> (cont'd)

A) $(\underline{cont'd})$

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the Customer's PIU factors within fifteen (15) business days.

B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

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2.3 Obligations of the Customer (cont'd)

2.3.3 <u>Jurisdictional Report Requirements</u> (cont'd)

- C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., total number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

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2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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- 2.3 Obligations of the Customer (cont'd)
 - 2.3.3 <u>Jurisdictional Report Requirements</u> (cont'd)
 - F) The Customer-reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

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2.3 Obligations of the Customer (cont'd)

2.3.3 <u>Jurisdictional Report Requirements</u> (cont'd)

- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

2.4 <u>Customer Equipment and Channels</u>

2.4.1 Interconnection of Facilities

A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

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2.4 <u>Customer Equipment and Channels</u> (cont'd)

2.4.2 <u>Inspections</u>

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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2.5 <u>Customer Deposits and Advance Payments</u>

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to one month of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1) two months' charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an Advance Payment.

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2.5 <u>Customer Deposits and Advance Payments</u> (cont'd)

2.5.2 Deposits (cont'd)

- When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

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

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2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges

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

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

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2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within the applicable statute of limitations. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) <u>Late Payment Charge</u>

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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2.6 Payment Arrangements (cont'd)

2.6.3 <u>Billing Disputes</u> (cont'd)

C) Adjustments or Refunds to the Customer

- In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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- 2.6 Payment Arrangements (cont'd)
 - 2.6.3 <u>Billing Disputes</u> (cont'd)
 - D) <u>Unresolved Billing Disputes</u>

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- 1) First, the Customer may request and the Company will provide an indepth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Florida Public Service Commission 2540 Shumard Oak Drive Tallahassee, FL 32399

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2.6 <u>Payment Arrangements</u> (cont'd)

2.6.4 <u>Discontinuance of Service for Cause</u>

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 5 days written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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2.6 Payment Arrangements (cont'd)

2.6.4 <u>Discontinuance of Service for Cause</u> (cont'd)

G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days oral and/or written notice of desire to terminate service.

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.6 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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- 2.6 Payment Arrangements (cont'd)
 - 2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

The Company will handle ordering, rating and billing of Access Services under this Price list where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

A) For Feature Group D ("FGD") Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service Price list for either Single Bill/Multiple Price list arrangements or Multiple Bill/Multiple Price list arrangements. For Single Bill/Single Price list arrangements the Company will either bill the charges in accordance with its Access Service Price list or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company price list are applicable.

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- 2.6 Payment Arrangements (cont'd)
 - 2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)
 - B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.6(A) preceding are determined as follows:
 - 1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.10.2 following.
 - 2) For Feature D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.
 - (a) Multiply:

The number of access minutes by

the number of airline miles as determined in (1) preceding by

the Company's appropriate Local Transport Facility per mile per access minute rate by

the Company's billing percentage factor.

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- 2.6 Payment Arrangements (cont'd)
 - 2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)
 - B) (cont'd)
 - (cont'd)
 - (b) Multiply:

The number of access minutes by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

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- 2.6 <u>Payment Arrangements</u> (cont'd)
 - 2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)
 - C) The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6(A) preceding is determined as follows:
 - 1) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility as defined in 3.1.2(B) following. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
 - 2) For FGD Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes by

the number of airline miles as determined in (1) preceding by

the Company's appropriate Direct Trunked Transport-Facility per mile per access minute rate by

the Company's billing percentage factor.

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- 2.6 <u>Payment Arrangements</u> (cont'd)
 - 2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)
 - D) For Feature Group D.
 - 1) For originating or terminating access traffic at a Company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
 - 2) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
 - The Billing Percentage (BP) is not applicable to the Residual Interconnection Charge, Entrance Facility or Multiplexer.
 - E) The interconnection points will be determined by the interconnection agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Price list F.C.C. NO. 4, except as noted in 2.6.6(F) below.
 - F) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Price list F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for FGD Switched Access Service Traffic between certain Company end offices and incumbent local exchange carrier, end offices are as set forth in applicable agreements for switched access meet-point billing.

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2.6 Payment Arrangements (cont'd)

- 2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)
 - G) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6(A) preceding, the Company will give affected Customers 30 days' notice.
 - H) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6(B) preceding, will not be applied to the meet Point billing arrangement.

2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the terms and conditions set forth in 3.1.1(C) following.

2.6.8 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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2.7 <u>Allowances for Interruptions in Service</u>

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price list.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair.

 An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.7.2 Limitations of Allowances

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

- A) Due to the negligence of or noncompliance with the provisions of this Price list by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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2.7 <u>Allowances for Interruptions in Service</u> (cont'd)

2.7.2 <u>Limitations of Allowances</u> (cont'd)

- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

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

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2.7 <u>Allowances for Interruptions in Service</u> (cont'd)

2.7.4 Application of Credits for Interruptions in Service

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

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2.7 <u>Allowances for Interruptions in Service</u> (cont'd)

2.7.4 Application of Credits for Interruptions in Service (cont'd)

D) Interruptions of 24 Hours or Less

Length of Interruption To Be Credited	Interruption Period
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

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2.7 <u>Allowances for Interruptions in Service</u> (cont'd)

2.7.4 Application of Credits for Interruptions in Service (cont'd)

F) <u>Interruptions Over 72 Hours</u>. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.7.5 <u>Cancellation For Service Interruption</u>

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

2.8 <u>Cancellation of Service/Termination Liability</u>

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

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

1) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;

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<u>REGULATIONS</u> (cont'd)

2.8 Cancellation of Service/Termination Liability (cont'd)

2.8.1 <u>Termination Liability</u> (cont'd)

- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 <u>Customer Liability for Unauthorized Use of the Network</u>

2.9.1 <u>Unauthorized Use of the Network</u>

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Price list; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Price list, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

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- 2.9 Customer Liability for Unauthorized Use of the Network (cont'd)
 - 2.9.1 Unauthorized Use of the Network (cont'd)
 - B) (cont'd)
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's price listed charges by either rearranging, tampering with, or making connections not authorized by this Price list to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
 - Customers are advised that use of telecommunications equipment and services, including that provided under this Price list, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Price list.

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2.9 <u>Customer Liability for Unauthorized Use of the Network</u> (cont'd)

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Price list, the Customer is responsible for payment of all charges for services provided under this Price list furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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2.10 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this Price list.

2.10.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over FGD, usage measurement begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating FGD switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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2.10 Application of Rates (cont'd)

2.10.1 Charges Based on Duration of Use (cont'd)

The measurement of terminating call usage over Feature Group D ("FGD") ends when the terminating FGD switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Price list F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Price list F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in applicable company price lists.

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2.10 Application of Rates (cont'd)

2.10.2 Rates Based Upon Distance (cont'd)

- B) The airline distance between any two wire centers is determined as follows:
 - 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NATIONAL EXCHANGE CARIER ASSOCIATION, Inc., price list.
 - 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - Obtain the square root of the whole number result obtained above.

 Round to the next higher whole number if any fraction is obtained.

 This is the airline mileage.

7) Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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2.10 Application of Rates (cont'd)

2.10.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates is calculated as the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the Customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2 preceding.

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

2.10.4 Surcharges and Taxes

In addition to the rates and charges applicable according to the rules and regulations of this Price list, various surcharges and taxes may apply to the customer's monthly billing statement; including, but not limited to, the Primary Interexchange Carrier Charge (PICC).

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SERVICE AND RATE DESCRIPTIONS

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SERVICE DESCRIPTIONS

3.1 Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and Trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

Feature Group D ("FGD") Access, which is available to all Customers, provides trunk-side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk-side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800" or "888".

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3.1 Access Services (cont'd)

3.1.1 Access Service Order

A) Ordering Access Service Types

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

- 1) For FGD Switched Access Service:
 - (a) When direct routing to an end office is desired, the Customer shall specify:
 - the number of trunks.
 - the end office and
 - the Local Transport and Local Switching options desired.
 - (b) When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:
 - the number of trunks.
 - the access tandem switch,
 - the Local Transport and Local Switching options desired, and
 - an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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3.1 Access Services (cont'd)

- 3.1.1 Access Service Order (cont'd)
 - A) Ordering Access Service Types (cont'd)

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

- 2) For FGD Switched Access Service, the Customer shall specify the number of Busy Hour Minutes of Capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the Customer shall specify:
 - the end office and
 - the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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3.1 Access Services (cont'd)

- 3.1.1 Access Service Order (cont'd)
 - A) Ordering Access Service Types (cont'd.)
 - 2) (cont'd.)

In addition, for FGD with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

3) For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for service.

B) Access Service Order Service Date Intervals

Access Service is provided with one of the following service date intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

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3.1 Access Services (cont'd)

- 3.1.1 Access Service Order (cont'd)
 - B) Access Service Order Service Date Intervals (cont'd)
 - 1) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Trunk Groups	Standard Interval
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

2) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

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- 3.1 Access Services (cont'd)
 - 3.1.1 Access Service Order (cont'd)
 - B) Access Service Order Service Date Intervals (cont'd)
 - 2) Negotiated Interval (cont'd)

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

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- 3.1 Access Services (cont'd)
 - 3.1.1 Access Service Order (cont'd)
 - B) Access Service Order Service Date Intervals (cont'd)
 - 2) Negotiated Interval (cont'd)

The addition and/or deletion of a Toll Free Access Service six digit Customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit Customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit Customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

Maximum Interval

Initial establishment of service where Customer is:

 Not yet provided with any Trunk Group service in the LATA

6 months

- Provided Trunk Group service in the LATA

90 Days

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3.1 Access Services (cont'd)

- 3.1.1 Access Service Order (cont'd)
 - B) Access Service Order Service Date Intervals (cont'd)
 - 3) Advance Order Interval

When placing an Access Service Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the application date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Service Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Service Orders except for the following:

(a) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable)

The minimum monthly charge for the minimum period plus the applicable nonrecurring charges for the services ordered.

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- 3.1 <u>Access Services</u> (cont'd)
 - 3.1.1 Access Service Order (cont'd)
 - B) Access Service Order Service Date Intervals (cont'd)
 - 3) Advance Order Interval (cont'd)
 - (a) Advance Payment (cont'd)

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the application date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(b) <u>Cancellation or Partial Cancellation of an Advance Order</u> <u>Interval Access Service Order</u>

When the Customer cancels an Access Service Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

C) Access Service Order Modifications

The Customer may request a modification of its Access Service Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or Busy Hour Minutes of Capacity or CCSA signaling connections will be treated as a new Access Service Order (for the increased amount only).

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3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

D) Cancellation of an Access Service Order

- 1) A Customer may cancel an Access Service Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:
 - The Access Service Order shall be canceled and charges set forth in (2) following will apply, or
 - Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Service Order.

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3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

- D) <u>Cancellation of an Access Service Order</u> (cont'd)
 - When a Customer cancels a Standard or Negotiated Interval Access Service Order for the installation of service, a Cancellation Charge will apply as follows:
 - (a) When the Customer cancels an Access Service Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - (b) If the Company misses a service date for a Standard or Negotiated Interval Access Service Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Service Order without incurring cancellation charges.

E) Minimum Period

- 1) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- 2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

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3.1 Access Services (cont'd)

- 3.1.1 Access Service Order (cont'd)
 - E) <u>Minimum Period</u> (cont'd)
 - 2) (<u>cont'd</u>)

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) A change in STP Access link.
- (f) A change in STP Port.
- (g) Change in Company-provided Switched Access Service to a collocated interconnection arrangement or vice versa.
- (h) Change to an existing FGD service to include the provision of 64 kbps Clear Channel Capability.

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3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

F) Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

G) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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- 3.1 Access Services (cont'd)
 - 3.1.1 Access Service Order (cont'd)
 - G) Nonrecurring Charges (cont'd)
 - 1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Access Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Access Services ordered on a Busy Hour Minutes of Capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2) <u>Service Rearrangements</u>

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

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3.1 Access Services (cont'd)

- 3.1.1 Access Service Order (cont'd)
 - G) Nonrecurring Charges (cont'd)
 - 2) <u>Service Rearrangements</u> (cont'd)
 - (b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

H) Network Blocking Charge

The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying FGD traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in this Price list, for each overflow in excess of ordered capacity.

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3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Tandem Transport
- End Office Local Switching

A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk-side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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3.1 Access Services (cont'd)

- 3.1.2 Standard Rate Categories (cont'd)
 - A) Carrier Common Line (cont'd)
 - 2) <u>Undertaking of the Company</u>

Where the Customer is provided with Switched Access Service under this Price list, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in this Price list.

- 3) Obligations of the Customer
 - (a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.
 - (b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.
- 4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in this Price list, is not subject to a Carrier Common Line charge.

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- 3.1 Access Services (cont'd)
 - 3.1.2 Standard Rate Categories (cont'd)
 - A) <u>Carrier Common Line</u> (cont'd)
 - 5) Rate Regulations
 - (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.
 - (b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

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- 3.1 Access Services (cont'd)
 - 3.1.2 <u>Standard Rate Categories</u> (cont'd)
 - B) <u>Tandem Transport</u> (cont'd)

Tandem Transport is comprised of two rate elements. The two rate elements are as follows:

- (a) The Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.
- (b) The Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

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- 3.1 Access Services (cont'd)
 - 3.1.2 <u>Standard Rate Categories</u> (cont'd)
 - B) <u>Tandem Transport</u> (cont'd)
 - 4) <u>Interconnection Charge</u>

The Interconnection Charge provides for interconnection with the Company's Switched Access network. This rate element will be applied to all switched access calls that originate or terminate at a Company end office.

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3.1.2 Standard Rate Categories (cont'd)

C) End Office - Local Switching

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of switched access communications to and from the end users served by the Company's end office. The Local Switching rate element provides for:

- a) the use of end office switching equipment;
- b) the terminations for the end user common lines terminating in the local end office; and
- c) the termination of a call at a Company intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

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3.1 Access Services (cont'd)

3.1.3 Other Rate Categories

A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk-side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Toll Free Data Base Access Service is comprised of the following elements:

- 1) 800 Query Simple
- 2) 800 Query Complex

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- 3.1 Access Services (cont'd)
 - 3.1.3 Other Rate Categories (cont'd)
 - A) Toll Free Data Base Access Service (cont'd)
 - 3) <u>Call Handling and Destination Feature Charge</u>

The Toll Free Call Handling and Destination Features Package, available only with the Toll Free Data Base Access Service, provides feature functionality in addition to basic query. The feature package may include various destination options such as carrier selection, time-of-day routing, day-of-week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

A Call Handling and Destination Feature Charge is assessed on a perquery basis, in addition to the Customer Identification Charge and the POTS Translation Charge as set forth in this Price list.

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3.2 <u>Miscellaneous Services</u>

3.2.1 Presubscription

- A) Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Price list. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge applies.
- B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXCs the end user may select as its PIC. At no additional charge for the initial selection, the Customer may choose either of the following options.
 - Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.
 - Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

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3.2 <u>Miscellaneous Services</u> (Cont'd)

3.2.2 <u>Unauthorized PIC Change</u>

If an IXC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IXC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IXC. No charge will apply to the billed party for this reassignment.

The Unauthorized Presubscription Change Charge will apply to the IXC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in this Price list.

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BILLING AND COLLECTION SERVICES

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BILLING AND COLLECTION SERVICES

4.1 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows Customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on both a manual and mechanized basis. On a manual basis, the BNA information may be requested by a written request (i.e., U.S. mail or facsimile). On a mechanized basis, the Customer- initiated request for information is available through electronic data transmission. The Company, upon receipt of the Customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

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BILLING AND COLLECTION SERVICES (cont'd)

4.1 <u>Billing Name and Address Service</u> (cont'd)

4.1.1 <u>Undertaking of The Company</u>

- A) The Company will respond within ten (10) business days of receipt of a Customer's manual request for end user BNA information. The Company will respond to all mechanized BNA requests within five (5) business days of receipt.
- B) Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- C) The Company shall use reasonable efforts to provide accurate and complete BNA information. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

4.1.2 Obligations of the Customer

- A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- B) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this Price list and that BNA information is available only to those Customer personnel or agents with a need to know the information.

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BILLING AND COLLECTION SERVICES (cont'd)

4.1 Billing Name and Address Service (cont'd.)

4.1.2 Obligations of the Customer (cont'd)

- C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D) When the Customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

4.1.3 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in this Price list. The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

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BILLING AND COLLECTION SERVICES (cont'd)

4.1 <u>Billing Name and Address Service</u> (cont'd)

4.1.3 Rate Regulations (cont'd)

A) Service Establishment Charge

The BNA Service Establishment Charge applies for the initial establishment of BNA Service on either a manual or mechanized basis.

B) The BNA Record Transmission Charge is a usage rate which applies on a per ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on either a manual or mechanized basis.

C) <u>Media Charge</u>

There are two types of medium: Paper and Electronic Data Transmission. The applicable Media Charge will depend upon the media type selected by the Customer.

1) Paper

A Paper charge is a usage rate which applies to each report page distributed to the Customer.

2) Electronic Data Transmission

An Electronic Data Transmission charge is a usage rate which applies per electronic data transmission record transmitted to the Customer.

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RATES

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RATES

5.1 Access Service

5.1.1 Service Orders

Nonrecurring

<u>Charge</u>

One Time Order Charge for Each New Order

\$150.00

5.1.2 Carrier Common Line

Originating (Per Minute of Use)

\$0.000000

Terminating (Per Minute of Use)

\$0.000000

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5.1 Access Service (cont'd)

3.1.2 (B) 3) Tandem Transport

Termination (Per Min. of Use/Termination)	\$0.000410
Facility (Per Min. of Use/Mile)	\$0.000050
Tandem Switching (Per Min. of Use)	\$0.000740
Tandem Interconnection Charge (Per Min. of Use)	\$0.000000
Network Blocking Charge	NOC

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5.1 Access Service (cont'd)

5.1.3 <u>Local Transport</u> (cont'd)

Non-chargeable Optional Features

1) Supervisory Signaling

DX Supervisory Signaling arrangement

- Per Transmission Path

SF Supervisory Signaling arrangement

- Per Transmission Path

E&M Type I Supervisory Signaling arrangement

- Per Transmission Path

E&M Type II Supervisory Signaling arrangement

- Per Transmission Path

E&M Type II Supervisory Signaling arrangement (available with FGD)

- Per Transmission Path

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- 5.1 Access Service (cont'd)
 - 5.1.3 <u>Local Transport</u> (cont'd)

Non-chargeable Optional Features (cont'd)

- 2) Signaling System 7- Per signaling connection arranged
- 3) 64 kbps Clear Channel Capability
 -Per Transmission Path
- 5.1.4 End Office Local Switching

Feature Group B (Per Min. of Use) \$0.006979 Feature Group D (Per Min. of Use) \$0.006979

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5.1 Access Service (cont'd)

5.1.4 End Office (cont'd)

Common Switching Non-Chargeable Optional Features

Service Class Routing (available with FGD)
- Per Transmission Path Group

Alternate Traffic Routing (available with FGD)

- Per Transmission Path Group

International Carrier Option
(available with FGD)
- Per End Office and Access Tandem

SS7 Signaling Option

- Calling Party Number (available with FGD)
- Carrier Selection Parameter (available with FGD)

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5.1 Access Service (cont'd)

5.1.4 End Office (cont'd)

Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating, Terminating or Two-Way Operation (available with FGD)

Operator Trunk, Full Feature Arrangement (available with FGD)

Operator Trunk, Assist Feature (available with FGD)

Non-Chargeable SS7 Signaling Option

Calling Party Number (available with FGD)

Charge Number (available with FGD)

Carrier Selection Parameter (available with FGD)

Access Transport Parameter (available with FGD)

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5.1 Access Service (cont'd)

5.1.5 Toll Free Data Base Access Service

800 Query Simple (Per Call) 800 Query Complex (Per Call) \$0.004000 \$0.004000

5.2 Miscellaneous Services

5.2.1 Authorized PIC Change

-Per Telephone Exchange Service

Line or Trunk

\$5.00

5.2.2 **Unauthorized PIC Change**

-Per Telephone Exchange Service Line or Trunk

\$5.00

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5.3 Billing and Collection Services

Access Service Billing Information

Initial two paper copies of monthly bill delivered to one address	\$	0.00
Initial CD copy of monthly bill delivered to same address as paper copy	¢	0.00
Initial two paper copies of monthly bill delivered to two addresses	Ф	0.00
(monthly recurring charge)	\$!	0.00
Initial one CD copy of monthly bill delivered to address different from		
the paper copy (monthly recurring charge)	\$1	0.00
Each additional paper copy of monthly bill	\$2	25.00
Each additional CD copy of monthly bill	\$2	25.00

Invoice Reprint Charge

An Invoice Reprint Charge will be applied to a Customer's account when the Customer requests a reprint of a previous complete invoice or specific pages of a previous invoice. A nonrecurring charge of \$20.00 will apply to each package shipped overnight.

Copy of current invoice

\$0.00 (except overnight requests)

Copy of complete or partial previous

invoice per billing period \$5.00 per account

Overnight shipping

(current or previous invoices) \$20.00 per package

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