



ORIGINAL

720 Oak Circle Drive East • Suite 100 • Mobile, AL 36609

Phone 251.662.8300 • Fax 251.445.6606

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

RECEIVED-PPSC
06 DEC 15 AM 10:55
COMMISSION
CLERK

Sent via UPS

December 13, 2006

060804-TV

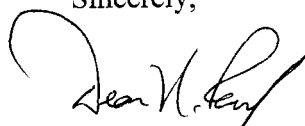
RE: Application for Authority to Provide Competitive Local Exchange
Telecommunications Service within the State of Florida

Please accept the enclosed application to provide Competitive Local Exchange
Telecommunications Service within the State of Florida. Also enclosed are the required
accompanying documents as well as Callis Communications' proposed Price List Number 1.
An original and two copies are attached.

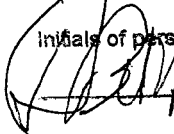
The accompanying documents should provide sufficient information regarding Callis
Communications' managerial, technical and financial ability to operate successfully in the
state of Florida. The attached resumes of management personnel indicate the educational and
experience of key personnel regarding management and technical abilities. Additionally,
Callis Communications is currently operating as a facility based CLEC in the state of
Alabama.

Should you have any questions, please contact Jerry Cherne at 251-445-6936 email:
jerry.cherne@mycallis.com.

Sincerely,


Dean N. Parker, Jr.
CEO

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

Initials of person who forwarded check:


Original Tariffs forwarded
to CYP

Enclosures

06 DEC 15 AM 10:23

DISTRIBUTION CENTER

DOCUMENT NUMBER-DATE

11470 DEC 15 06

FPSC-COMMISSION CLERK

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

060804 - TX

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 rather than apply for a new certificate.

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

2. Name of company: Callis Communications, Inc.

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

Callis Communications, Inc.

4. Official mailing address:

Street/Post Office Box: 720 Oak Circle Drive East

City: Mobile

State: AL

Zip: 36609

5. Florida address:

Street/Post Office Box:

City:

State:

Zip:

6. Structure of organization:

- Individual
- Foreign Corporation
- General Partnership
- Other,

- Corporation
- Foreign Partnership
- Limited Partnership

7. **If individual**, provide:

Name:
Title:
Street/Post Office Box:
City:
State:
Zip:
Telephone No.:
Fax No.:
E-Mail Address:
Website Address:

8. **If incorporated in Florida**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is:

9. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: F06000007255

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

11. **If a limited liability partnership**, please proof of registration to operate in Florida. The Florida Secretary of State registration number is:

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

Name:
Title:
Street/Post Office Box:
City:
State:
Zip:
Telephone No.:
Fax No.:
E-Mail Address:
Website Address:

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. The Florida registration number is:

14. Provide **F.E.I. Number**(if applicable): 631221852

15. Who will serve as liaison to the Commission in regard to the following?

(a) The application:

Name: Jerry Cherne
Title: Contract Employee
Street name & number: 720 Oak Circle Drive East
Post office box:
City: Mobile
State: AL
Zip: 36609
Telephone No.: 2514456936
Fax No.: 2516210771
E-Mail Address: jerry.cherne@mycallis.com
Website Address: mycallis.com

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

Name: Dean N. Parker
Title: CEO
Street name & number: 720 Oak Circle Drive East
Post office box:
City: Mobile
State: AL
Zip: 36609
Telephone No.: 2516628300
Fax No.: 2514456606
E-Mail Address: dean.parker@mycallis.com
Website Address: mycallis.com

(c) Complaints/Inquiries from customers:

Name: Doug Parker
Title: Service Manager
Street/Post Office Box: 720 Oak Circle Drive East
City: Mobile
State: AL
Zip: 36609
Telephone No.: 2514456525
Fax No.: 2514456606
E-Mail Address: doug.parker@mycallis.com
Website Address: mycallis.com

16. List the states in which the applicant:

(a) has operated as a Competitive Local Exchange Telecommunications Company.

Alabama

(b) has applications pending to be certificated as a Competitive Local Exchange Telecommunications Company.

Mississippi

(c) is certificated to operate as a Competitive Local Exchange Telecommunications Company.

Alabama

(d) has been denied authority to operate as a Competitive Local Exchange Telecommunications Company and the circumstances involved.

none

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

none

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

none

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

(a) adjudged bankrupt, mentally incompetent (and not had his or her competency restored), or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, provide explanation.

no

(b) granted or denied a competitive local exchange certificate in the State of Florida (this includes active and canceled competitive local exchange certificates). If yes, provide explanation and list the certificate holder and certificate number.

no

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

no

18. Submit the following:

(a) Managerial capability: resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

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

(c) Financial Capability: applicant's audited financial statements for the most recent three (3) years. If the applicant does not have audited financial statements, it shall so be stated. 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.

THIS PAGE MUST BE COMPLETED AND SIGNED

REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee. Regardless of the gross operating revenue of a company, a minimum annual assessment fee, as defined by the Commission, is required.

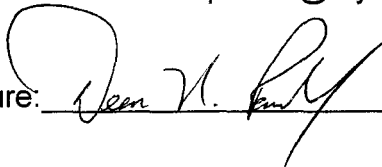
RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of competitive local exchange telecommunications company (CLEC) service in Florida.

APPLICANT ACKNOWLEDGEMENT: 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 competitive local exchange telecommunications 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.**"

Company Owner or Officer

Print Name: Dean N. Parker, Jr.
Title: CEO
Telephone No.: 2514456500
E-Mail Address: dean.parker@mycallis.com

Signature:  _____

Date: 12/13/06

State of Florida



Department of State

I certify from the records of this office that CALLIS COMMUNICATIONS, INC., is a corporation organized under the laws of Alabama, authorized to transact business in the State of Florida, qualified on November 20, 2006.

The document number of this corporation is F06000007255.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-first day of November, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

EDWIN A. MILLER

18575 Merlon Court
Leesburg, VA 20176

millere@isagecapital.com
Home (703) 779-2949 | Mobile (703) 447 2168

visionary leader and entrepreneur with strong business and technology experience in enterprise software and services across many technology segments; Possess extensive experience in operations and finance; Rapidly assimilates market trends and strategically integrate; those trends into solutions and functional areas of organizations

Sales and marketing minded **CHIEF EXECUTIVE OFFICER** with demonstrated success in the public and private markets with a strong bottom line perspective

Recently led the turn around of Infodata Systems Inc., a public company, selling information lifecycle management software and services to both the Commercial and Federal markets

PROFESSIONAL EXPERIENCE

Managing Director, (i)Sage Management, LLC – Leesburg, VA

September 2005 – Present

- Retained by McDonald Bradley to locate buyer for software assets, completed assignment within 60 days
- Retained by the Chairman and CEO of GTSI, Inc., a \$1B plus Net Revenue Company, to aid in strategic and operational planning and execution

President, CEO & Director, Infodata Systems, Inc. (INFD) – Herndon, VA

November 2002 – September 2005

- Recommended by PWC to Board of Directors and hired to perform a turn around for the Company
- More than doubled cash and tripled working capital
- Returned the Company to profitable performance and improved stock price by 400%
- Stopped the downward movement of Net Revenue while increasing Net Income
- Established vision and business plan for the Company
- Recruited a strong executive team
- Established strategic partnerships and improved customer relations
- Managed the public compliance process (annual meeting, analyst calls, filing of 10k and 10Q)
Recruited industry leaders to join the Board of Directors
- Retooled the sales and marketing organization and created direct and indirect sales groups

President, CEO & Director, Ikimbo, Inc. – Herndon, VA

August 2000 – August 2002

- Recruited by the investors and Founders of Ikimbo, Inc. to complete a turn around
- Successfully positioned Ikimbo as a leader in the Messaging and Collaboration space for Supply Chains of the Global 2000
- Organized and led the re-tooling of entire company operations, positioning, executive team, and staff
- Carefully and successfully worked with existing board and Founders to prevent early investor and founder dissension
- Successfully raised 10.25 million in venture capital in May (7M) and June (3.25M) of 2001 with William Blair New World Ventures (Pritzker family) as the lead investor
- Led the organizing of business development to facilitate relationships with BEA, Manugistics, HandySoft, Tibco, Palm, HandSpring, Cingular, OTG Software, Broadbeam, Aether, CoreChange, Teleglobe, BCE, among others
- Successfully recruited in top executives from industry including the CTO, CFO, SVP's, and VP's
- Price Waterhouse Coopers, Lockheed Martin, GM, Garban InterCapital, Exelon Energy, among others, were signed as either customers or pilots
- Signed Deloitte and Touche to Global Strategic Alliance for an international go-to market strategy
- Invited to present at the Sun Trust Robinson Humphrey New York Software Summit with eighty other public and private companies
- Became a leader in the industry within eight months and was invited to speak at twenty industry conferences in 2001, such as Comdex, Internet World, eBusiness, and many enterprise software conferences
- Followed by many industry analysts (IDC, Yankee, Forrester, Aberdeen, Meta Group) and banking analyst (Sun Trust Robinson Humphrey's, Wachovia, Robinson Stephens, Salomon Smith Barney, Bear Sterns, Bank of America, and Robby Stephens)

President, COO & Director, XML Solutions Corporation – Tysons Corner, VA

December 1999 – July 2000

- Recruited into XML Solutions by the CEO to rapidly organize operations, create revenue, and deliver enterprise solutions
Managed the creation of our solution selling process (TCO, ROI) for the enterprise solution
More than doubled the staff of XML Solutions, from 50 to 120 employees, in six months having total responsibility for all resources in the organization, including international geographies

- Acted as CFO - raised 16.5 million dollars in first two months of joining the Company from First Analysis, Reservoir, Schoffstall Ventures and Opticality Ventures
- Organized a series C round of 35 million dollars at more than double the valuation of the series B
- Organized all aspects of the Company: Sales, Services, Marketing, Development, Human Resources, Support, Legal, Finance, Accounting, Operations, and International
 - Led the effort for global expansion into Europe and Asia and merged fourteen countries into XML Solutions
- Organized and created strategic positioning framework for the company in the B2B Marketplace
- Organized the sales and solutions effort and recruited management for those divisions
- Created policy and guidelines for issues such as ex and re-patriotization, licensing software to subsidiaries, international tax issues, and legal structure for each created country
- Company sold to Vitria Software

Co-Founder, Vice President, Conducent, Inc. – Sterling, VA

November 1996 – November 1999

- Created strategic positioning for the company by envisioning and defining company identity, products, and services
- Instrumental in creating the vision and business plan for the Company. Developed plans, goals, and objectives for sales, marketing, and business development
- Formed large alliances with several major software developers and publishers, as well as portals (e. g. Lycos, Go2net, ZDNet, CNET, PSINet, Tripod, PKWare, Eidos, and Star Media)
- Created and executed sales and marketing plans in both business-to-business and business to consumer markets
- Responsibility for the following functional areas: product, business development, advertising sales, channel sales, marketing, and customer support
- Instrumental in closing the three outside rounds of venture capital for the Company
- Managed development schedules for server development and deployment. Director of MIS and Accounting and led the audits of the Company for the first year

Director of Sales & Marketing, PSINet, Inc. – Herndon, VA

June 1993 – October 1996

- As the head of Sales reporting to the COO, realized and exceeded annual quota accounting for 80% of PSINet's total revenue of \$240 Million
- Within one year built the direct corporate sales force from 25 to 80 sales consultants
- Responsible for creating and organizing sales into regional teams, the development of a strategic account group, national account group, web account group, a telemarketing call center, and a direct consumer sales force
 - Responsible for conducting company meetings on a monthly basis reporting sales and marketing information
- Performed International M&A function on organizations that were acquisition targets. Areas considered were sales, marketing, operations, network structure and capabilities
- As the head of marketing, reporting to the COO, had responsibility for product management, product marketing, marketing communications, and creative services
- Managed 120 direct corporate and individual sales employees with a total management team of nineteen, one-fifth of PSINet's organization at the time

AWARDS, PRESS, AND SPEAKING

- Washington Business Journal "Top 10 to Watch" as CEO of Infodata for 2003
- Awarded the Mindshare Maverick CEO of the year for 2001, selected as one of the top 40 "up and coming" in the DC Metro area by Washington Business Forward, CEO of a top 10 Netplex hot company, CEO of a Washington Post "deal of the week" company
- Covered or quoted in numerous magazines, newspapers, analyst reports, and television shows on various topics. (Red Herring, Computerworld, The Washington Post, Fast Company, Digitrends, Deloitte and Touche Tech Trends, American Airlines Magazine, among others)
- Spoke at numerous trade shows as an industry leader, such as: Internet World, Wireless World, E-Commerce World, and Supply Chain World
- Spoke at many conferences such as WashTech Breakfast forum, NVTC CEO forum, MAVA Venture Fair, Red Herring East Venture Fair, 4-H Executive Leadership retreat, among others

EDUCATION

- Executive Masters of Business Administration, The George Washington University, International Residency in both Western and Eastern Europe; May 1998
- Bachelor of Science, Management, Linguistics (German & French), Liberty University, Cum Laude; May 1993

ORGANIZATIONAL MEMBERSHIPS

- Young Presidents Organization (YPO); GW EMBA Alumni Association; Mindshare CEO forum; Executive Advisor, Kogod Graduate School of Business, American University, Washington DC

THOMAS J. KANE

317 Hayfield Drive
Lynchburg, VA 24503

tjkane51@adelphia.com

Office (434) 386-9462
Mobile (434) 509-6017

SUMMARY

Goal oriented, hands on Sales and Marketing executive with record of achievement in developing winning solutions for products, services and organizational challenges in a global environment. Demonstrated experience in Energy, Industrial and Communications Verticals.

EXPERIENCE

TRAX LLC, Forest, VA 2005-Present
Power Plant Simulator Systems & Software

Director – Marketing,

Global Responsibility for sales and marketing simulator systems and training services.

- Grew total orders 35% year over year in 2005
- Expanded alliance programs developing significant market channel in Korea and Southeast Asia
- Successful new product introduction program for revolutionary Teaching Assistant software

Indus International, Inc., Atlanta, GA 1998-2004
Service Delivery Management Software Solutions

Director – Professional Services,

Responsible for successful and profitable project implementation within assigned service region with direct management responsibility for approximately 60 personnel.

- Achieved average Project Margin of 59% & Utilization in excess of 70%
- On budget revenue performance for three of four consecutive years
- Actively managed organizational cost in a dynamic market

Ericsson, Inc., Lynchburg VA 1996-1998
Private Radio Systems

Director – Planning & Development, 1997-1998

Lead overall Channel Management Strategies, Federal Market Sales and Strategic Initiatives function for \$250M North American Region Sales organization.

- Exceeded Federal and Dealer Orders goal by 8% for total orders of \$52.6M
- Created new Value Added Reseller program to grow small to medium systems sales
- Restructured indirect discounts / commissions to drive Dealer orders and improve cash flow

Director – Indirect Distribution, 1996-1997

Operations responsibility for newly formed Service Parts and Standard product business unit.

- Achieved orders budget target of \$ 71 M despite severe product issues
- Converted order fulfillment process to new software platform to increase overall effectiveness

General Electric Company, NY, TX, MA, CA, SC 1973-1996
Power System Headquarters

Program Manager, Power Systems Americas, 1994-96

Developed programs and initiatives for a \$ 1.7B power generation equipment, parts and services organization comprised of 1100 employees in 65 locations in the Americas.

- Secured two high value commitments, the largest a \$95M 250 MW cogeneration facility
- Led and developed critically needed equipment and services training program for 175 Sales professionals via four hour nationwide Business TV broadcast.

THOMAS J. KANE

Page 2

Manager - Sales Development, Industrial Sales, 1988-1994

Operations responsibility for a \$1.5 to 2.0B sales organization comprised of 46 offices and 280 employees with a \$30M operating budget providing sales of power generation, power delivery and power utilization products and services to the U.S., Canada and Mexico.

- Consistently achieved favorable operating results vs. budget. Increased sales productivity reducing cost of sales 5% per year
- Developed programs to drive culture changing Key Account Management Program. Resulted in double digit orders growth 1988 to 1992
- Grew served market by integrating Canadian sales coverage at 25% lower cost without impacting orders performance.

Manager - Paper Industry Sales, Utility & Industrial Marketing, 1986-1988

Marketing and sales management responsibility for Power Generation Equipment for the North American Paper Industry.

- Grew orders threefold and share 10 points from 1986 to 1988
- Developed the winning product strategy during a period of significant business consolidation.

Sales Manager - Compressor Systems Sales, 1982-1985

Marketing and sales management responsibility for new venture product in the South / Southwest third of the U.S.

Sales Manager - Western Region, 1980-1981

Marketing and sales management responsibility for a mechanical drive steam turbines for customers in western half of the U.S. plus selected compressor OEM's.

Sr. Sales Engineer - International Sales, 1977-1979

Sales management responsibility for a mechanical drive steam turbines supporting global projects through U.S. compressor OEM's and GE Business Associate located in Japan. Role involved extensive Asian and European travel.

Sales Engineer - Generation Marketing Program, 1974-1977

Power Generation Sales, Marketing & Engineering assignments in steam turbine, gas turbine and nuclear businesses.

EDUCATION

BSME, Northeastern University, Boston, MA
GE Generation Marketing Program
Management Development Course

RECOGNITION

Stock Options 1989, 1990, 1991, 1992, 1993, 1995, 1999, 2000, 2001, 2003
GE Navigator Award (Sales Excellence) - 1990
GE Management Awards 1987, 1985, 1983
Ericsson Retention Grant - 1997
Indus Sales Club - 2001

DEAN N. PARKER, Jr.
7162 Wynnridge Drive
Mobile, AL 36609
(251) 445-6500
dean.parker@mycallis.com

Summary

I have been in the field of telecommunications for the past 10 years and have founded and successfully run telecommunications companies.

Education and Background

- Graduated with honors in 1996 from Liberty University's School of Business with a Business Degree and concentration on Management.
- Graduated with honors from High Point Baptist Academy in 1993.

Work Experience

Callis Communications, President and CEO

1999- present

- Founded Allpage in 1999 as a paging carrier in Mobile, Alabama and grew to 3,700 active units in service
- In 2004 transitioned lead Allpage from a traditional paging carrier to Business Process Outsourcing company focused on delivering Hosted PBX via IP telephony as a CLEC and changed the name from Allpage to Callis Communications.
- Grew annual revenue from \$800K to over \$2 M in 18 months
- Named top 5 small technology company of Alabama within 24 months of launching hosted IP PBX services by Alabama Information Technology Association

Ericsson, Manager, Indirect Distribution

1996 - 1999

Lynchburg Virginia

- Responsible a \$106 million dollar indirect distribution for Ericsson's Private radio division, and increased sales by 20%.
- Responsible for all marketing planning and assisted with product launches by marketing department
- Manager of Distribution Development after increasing sales of East region by 130%. Responsible for the sales, programs, promotions and dealer relations.
- Facilitated growth and management of a 25 million dollar per year Indirect channel. Responsible for facilitating the management of the dealer channel through local District Sales Managers.

Activities and Honors

Winners Circle 1997, Quota Achiever 1997 & Ericsson Leadership Program.

Member of the Board of Trustees for the University of Mobile

References

Kevin Demery
Executive at Ericsson
248-797-5500

Bruce Gaskey
Executive at Ericsson
717-307-0236

Mark Foley
President of the University of Mobile
251-442-2201

Douglas N. Parker

207 Huntsfield Drive- Elverson, Pennsylvania 19520
610-942-4689 – parker102100@comcast.net

SENIOR OPERATIONS EXECUTIVE

Extensive experience in areas of corporate operations, reporting, and information technology including application integration, development, user support, and customer service. Proven ability to recruit, motivate, train and mentor staff to achieve full potential. Areas of experience:

- | | | |
|---------------------------|-----------------------|-------------|
| ■ Integration Development | ■ Project Management | ■ Training |
| ■ Regulatory Compliance | ■ Real Time Reporting | ■ Budgets |
| ■ Crisis Management | ■ Data Analysis | ■ Reporting |

PROFESSIONAL EXPERIENCE

Unitrin Direct Insurance Company, Chicago Illinois

Began career as a property damage analysis and progressed to more challenging positions within the company. Formed by Unitrin in 1999, Unitrin Direct holds a 230 million dollar book of business.

CORPORATE PHYSICAL DAMAGE MANAGER, 2003 TO PRESENT

Managed a staff of 35 employees with an operating budget of 2.8 million (16% of company budget). Responsible for vendor management, damage assessment, salvage disposal, vendor contracts, regulatory reporting and compliance. Handled department integration projects and continued application management including customer service, maintenance and system enhancements. Reported to the Assistant Vice President of Claim. 7 direct reports and 28 indirect reports.

- Brokered and managed a 1 million dollar software project with a 42% ROI
- Developed a data dashboard providing senior management with real time performance data.
- Developed an automobile repair network reducing the company's single largest budget line item by 60%.

PROPERTY DAMAGE EXAMINER, 2001 TO 2003

Created and managed a network of 22 vendors across 5 states. Developed repair processes to ensure the proper repair of customer vehicles. Completed monthly analysis on performance and financial data for senior management.

- Conducted a vendor research program and negotiated a service agreement yielding a 4% decrease in loss payout.
- Managed the complete rollout of online repair analysis submissions.
- Developed and met key business metrics driving financial results and customer retention.

PROPERTY DAMAGE APPRAISER, 2000 TO 2001

Responsible for development of the repair analysis program including estimating best practices, total loss thresholds, and regulatory compliance. Trained new and existing employees on repair analysis and insurance fraud indicators. Reported to claims management on repair analysis trends which affect financial results.

- Pioneered a specialization program allowing physical damage experts to make decision on automobile repair.
- Developed training for new employees on physical damage and fraud indicators.

EDUCATION

Liberty University, Lynchburg Virginia
Business Management Degree, 2000

Six Sigma Project Management, 2006

CERTIFICATIONS

Pennsylvania licensed Physical Damage Appraiser

REFERENCES:

Brian P. McNamara
Executive Vice President
N'Site Solutions, Inc.
410-451-7490

Jed Letchford
SUI manager
Unitrin Direct Auto Insurance
856-983-5465

Jean Mckie
Northeast Regional Claims Manager
610-276-3907

David Hart

Professional Experience

Konica Minolta Printing Solutions USA Mobile, AL 1999-2005
Director, Technical Services

- Designed, implemented and maintained complete network migration from FDDI to Cisco gigabit Ethernet including configurations, access control lists and security with PIX firewall.
- Managed corporate telecommunication needs including AVAYA PBX, phone sets and all circuits. Managed vendor relationships providing services to our main office and many satellite and virtual offices including billing.
- Converted corporate server farm from aging tower systems to HP rack-mounted servers providing file services, print services and all applications required to support our business including SAP, Microsoft SQL and web services to world-wide users.
- Planned, implemented and maintained corporate email migration from Lotus cc:Mail to Microsoft Exchange for over 500 mailboxes.
- Managed all phases of end-user desktop support including PCs, laptop and standard Microsoft application required to maintain our business.
- Managed staff of up to 11 employees and annual operating budget over \$1mm.
- Responsible for daily management of network and telecommunication cable plant including over 900 data drops and 500 telecom drops.

Sodexo Marriott Services Gaithersburg, MD 1998-1999
Network Manager

- Designed, implemented and maintained the new server room including many new Windows servers and services for the new corporate office.
- Worked with integrator to design, implement and managed Cisco network environment resulting from the relocation of corporate headquarters.
- Assisted desktop services supporting over 400 corporate desktop and laptop users as well as thousands of field offices.

Sodexo USA Waltham, MA 1997-1998
Systems Administrator

- Worked with existing network staff and consultant to maintain existing Windows server environment consisting of dozens of servers.
- Assisted in email migration to Microsoft Exchange platform for several thousands users, managed email application after migration and maintained email system through integration with the Marriott organization.
- Worked with level one PC support group to address and resolve issues with desktop PCs and notebooks.

Gardner Merchant Mobile, AL 1995-1997
PC Technician

- Provided technical support for over 400 PC and laptop users.
- Installed and managed Microsoft Mail for local and remote users, supported email connectivity to corporate office via leased line and provided mail training.
- Managed and maintained token-ring network and Netware server, designed and implemented office move to new building and managed all desktop applications.

PC/MAC Products & Services Mobile, AL 1994-1995

Account Executive

- Built, installed, and upgraded PC systems for new and existing customers as well as ongoing support.
- Created sales opportunities through new customers and maintained existing clientele.

Education

University of Mobile, Mobile, AL 1994

B.S., Management Information Systems

Wallace State Community College, Dothan, AL 1992

Associates of Science

References

Tyler Bell--Sodexo Services--peer and manager from 2/'98-12/'99.
301-748-4702

Maureen VanDevender--Gardner Merchant/Sodexo--manager from 5/'95-2/'98--Minolta-QMS--manager from 12/'99-'02.
251-441-9267

Bryan Hack--Konica Minolta--HR Director from 5/'00-8/'05.
251-633-4300

Jerry Cherne

Contracted Employee of Callis Communications, Inc.

Scope of responsibilities with Callis Communications:

Provide regulatory assistance in the way of state and federal reporting.

Provide regulatory assistance in regards to applications and tariffs.

Obtain all necessary codes and authorizations necessary for company to act as a facility based carrier.

Provide assistance with contract and interconnection agreements.

Assist with developing local and long distance products.

Audit all network invoices from underlying carriers and incumbent telephone companies.

Act as Callis Communications' liaison for all matters pertaining to BellSouth, state Public Service Commissions and the Federal Communications Commission

Overall Experience: Over thirty years of telecommunications experience.

Experience:

Director of Regulatory & Client Services 2002 to 2005

Provided key role in the creation and implementation of Harbor Communications. Developed and filed all necessary applications and tariffs with state and federal authorities. Developed products, created and implemented procedures, and hired staff for the provisioning process, customer service, regulatory, and network audit. Also provided product cost analysis and negotiated carrier contracts. Additionally, at a later date assumed responsibility for all operations. Played a vital role in growing the company from infancy to a company with over four thousand lines in two markets.

Vice President of Carrier Services 1998 to 2002

Once again played a major role in assisting Actel Integrated Communications in getting off the ground and growing to a presence in five states in three years. Developed, implemented and managed all long distance products and services. Established and managed network audit as well as the tariff process including the writing of all tariffs, PSC certifications, Product development, regulatory maintenance and reporting, and internal rate administration. Established and maintained network/carrier vendor relations including negotiation of rates and terms. Responsibilities also include overseeing the provisioning of network trunking and CLEC training requirements.

Director in Operations and Regulatory Affairs 1995 to 1998

While at Touch 1 Communications, implemented and managed network audit/analysis procedures resulting in annual operational savings of several million dollars while increasing network efficiency. Coordinated the activities, monitored the results and supervised the personnel of Network Audit, Network Analyst, Regulatory Affairs and Network Management teams. Selected network vendors and negotiated contracts. Managed regulatory and call rate process including maintenance of FCC and 48 state tariffs, competitor rates/policy, and ensured compliance with federal and state regulations.

Prior to being promoted to the above position, was Manager of Customer Relations. This included establishment of new call center for the purpose of proactive customer contact thus increasing customer retention. Supervised a staff of up to 51 employees including interviewing, hiring, training, performance monitoring, coaching, goal setting, and disciplinary actions. This center lead the company in retention percentages by a considerable margin.

Product Manager 1993 to 1995

Created an operator services line of products at Gulf Long Distance/Gulf Telephone that exceeded sales projections by 50% and revenue projections by 40%. Developed operator services tariff for three states and the FCC. Trained sales and support personnel on new products. Successfully delivered presentations to perspective clients while more than doubling close ratios.

Prior to the above Product Manager position was a successful Sales Manager. Established new sales and support office in Pensacola, Florida. Hired, trained and supported sales personnel. Due to success was assigned responsibility for a second sales office.

Technical Service Consultant/Major Account Sales 1990 to 1993

At MCI/Telecom*USA trained sales and support personnel in new products and basic telephony. Acted as technical liaison with major accounts to assist customers in network configuration and options. Assisted sales personnel in preparation and presentation of major client proposals. Coordinated circuit installation for major accounts. During the first year with this company, in a major account sales position, was the top revenue producer amongst fourteen sales representatives in the district.

Operations Manager 1989 to 19901

Managed all operational aspects of this facility based long distance carrier, Long Distance Systems, Inc.

Telecommunications Manager 1968 to 1988

Held several positions in many locations during a successful twenty year career in the Marine Corps. Promoted nine times, applied for and was accepted to move from the enlisted ranks to the warrant officer ranks. Received numerous awards including the Meritorious Service Medal for effective leadership, management and technical achievements while supervising over 100 employees and serving as officer in charge of telecommunications facilities for nine military camps in Japan. Responsibilities included planning, inside and outside plant operations for nine PBX's and one tandem switch, telephone installation and maintenance for over 11,000 subscribers, cable repair and installation, switchboard operations, customer service, record keeping, engineering, billing, equipment, contracts, vendor relations, network planing, general administration, and budget forecasting/compliance. Other assignments included four years as a telecommunications instructor.

Education: Graduate of Central Texas University. Also attended numerous schools and courses in telecommunications and leadership/management some of which were up to thirteen weeks in duration.



Name Change

On October 1, 2005 Allpage, Inc. changed its name to Callis Communications, Inc. All articles of incorporation stayed the same, because it was just a name change.

STATE OF ALABAMA

**DOMESTIC FOR-PROFIT CORPORATION
ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION GUIDELINES**

INSTRUCTIONS

STEP 1: IF CHANGING THE CORPORATION'S NAME, CONTACT THE OFFICE OF THE SECRETARY OF STATE AT (334) 242-5324 TO RESERVE A CORPORATE NAME.

STEP 2: FILE THE ORIGINAL AND TWO COPIES IN THE JUDGE OF PROBATE'S OFFICE WHERE THE ORIGINAL ARTICLES OF INCORPORATION ARE FILED. (IF THE AMENDMENT CHANGES THE NAME, THE CERTIFICATE OF NAME RESERVATION MUST BE ATTACHED.) IF CHANGING THE NAME, THE SECRETARY OF STATE'S FILING FEE IS \$10. TO VERIFY JUDGE OF PROBATE FILING, PLEASE CONTACT THE JUDGE OF PROBATE'S OFFICE.

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT.

Article I The name of the corporation:
ALLPage, Inc.

Article II The following amendment was adopted in the manner provided for by the Alabama Business Corporation Act:
The name ALLPage, Inc. is being changed to Callis Communications, Inc.

Article III The amendment was adopted by the shareholders or directors in the manner prescribed by law on October 1, _____, 2005.

Article IV The number of shares outstanding at the time of the adoption was 1,000; the number of shares entitled to vote thereon was 1,000. If the shares of any class are entitled to vote thereon as a class, list the designation and number of outstanding shares entitled to vote thereon of each such class:
Class A shares are eligible for voting.

Article V The number of shares voted for the amendment was 1,000 and the number of shares voted against such amendment was 0. (If no shares have been issued attach a written statement to that effect.)

Date: October 1, 2005

Dean N. Parker, Jr. CEO

Printed Name and Business Address of Person Preparing this Document:

Type or Print Corporate Officer's Name and Title

Callis Communications, Inc.
730 Oak Circle Dr. East
Mobile, AL 36609


Signature of Officer

STATE OF ALABAMA

COUNTY OF MOBILE

**ARTICLES OF INCORPORATION
OF
ALLPage, Inc.**

The undersigned, acting as the incorporators of a corporation under the Alabama Business Corporations Act (*§10-2B-1, et seq., Code of Alabama 1975*), adopt the following Articles of Incorporation for such corporation:

**ARTICLE I
NAME AND DEFINITIONS**

The name of the corporation is **ALLPage, Inc.**, and is hereinafter referred to as "the **CORPORATION**". The terms used herein shall have the meaning for each stated in the Alabama Business Corporations Act (*§ 10-2B-1, et seq., Code of Alabama 1975*), unless the context otherwise requires.

**ARTICLE II
DURATION**

The duration of the **CORPORATION** shall be perpetual.

ARTICLE III
PURPOSE

The purposes for which the CORPORATION is organized are:

- (a) To operate a paging and communication service;
- (b) To engage in the sale of communications equipment and other related equipment; and
- (c) To transact any and all other lawful business for which corporations may be incorporated under the Alabama Business Corporation Act ("Act"); provided that nothing herein contained shall be construed as authorizing this CORPORATION to carry on the business of banking, that of a trust company or the business of insurance.

ARTICLE IV
NUMBER OF SHARES

The CORPORATION shall have the power and authority to issue a total of 1,000 shares of common stock at the par value of ONE AND NO/100 (\$1.00) DOLLAR per share. The CORPORATION shall begin business with the issuance of 1,000 shares of common stock at the par value of ONE AND NO/100 (\$1.00) DOLLAR each, amounting to a beginning capitalization of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS.

ARTICLE V
BY-LAWS

Provisions for the regulation of the internal affairs of the CORPORATION are:

- (a) The By-Laws of the CORPORATION shall contain provisions for the regulation and management of the internal affairs of the CORPORATION not inconsistent with any provisions of these Articles of Incorporation, and not inconsistent with the laws of the State of Alabama. The initial By-Laws of the corporation shall be adopted by the Stockholders. The By-Laws of the CORPORATION shall be subject to alteration, amendment or repeal, and new By-Laws may be adopted by the affirmative vote of a majority of the Directors; provided, however, that the Board of Directors may not alter, amend or repeal any bylaw establishing what constitutes a quorum at Stockholders' meetings.
- (b) This CORPORATION may from time to time issue its shares of stock for such consideration expressed in dollars (but not less than par if such shares have a par value) as may be fixed from time to time by the Board of Directors and may receive payment thereof, in whole or in part, in money, in other property (real or personal, tangible or intangible) or in labor or services actually performed for the CORPORATION. The judgment of the Board of Directors as to the value of such labor, services, or property shall be conclusive. Any and

all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the CORPORATION.

- (c) A restriction on the transfer or the registration of the transfer of any or all of the shares of the stock of the CORPORATION may be imposed either by these Articles of Incorporation, by the By-Laws of the CORPORATION, by an agreement between any number of the holders of shares of the CORPORATION, or by an agreement among such holders and the CORPORATION. Any such restriction shall be noted conspicuously upon each certificate representing such shares.
- (d) Every Stockholder of the CORPORATION entitled to vote for the election of Directors shall have the preemptive right to purchase such Stockholder's proportion of the issuance of any class of shares, including treasury shares, according to the proportion of such Stockholder's holdings of such class of shares, at such price, which may be in excess of par value, within such time, and on such terms as shall be fixed and determined by the Board of Directors; provided, however,

that nothing herein contained shall prevent the inclusion of or invalidate provisions in an amendment to these Articles of Incorporation which deny preemptive rights to the holders of any class of shares, nor shall anything herein be construed to give preemptive rights to the holders of preferred shares having the right to elect one or more Directors of the CORPORATION only in the event of default in payment of dividends on such preferred shares or other default. Nothing contained herein shall be construed to prohibit any Stockholder from waiving in writing such Stockholder's preemptive right to purchase the Stockholder's proportion of the issuance of any class of shares.

ARTICLE VI
REGISTERED OFFICE

The address of the initial registered office of the CORPORATION is 700 University Boulevard, S., Suite J, Mobile, AL 36609, and the name of the initial registered agent at such address is Dean N. Parker, Jr.

ARTICLE VII
DIRECTORS

The CORPORATION shall be managed by a Board of Directors consisting of not less than one (1), nor more than five (5) members, or as otherwise set forth in the By-Laws now

or hereafter adopted by the Stockholders. The number of Directors constituting the initial Board of Directors of the CORPORATION is two (2), and the names and addresses of the persons who are to serve as the Directors until the first annual meeting of Stockholders or until their successors are elected and qualified are:

NAME	OFFICE	ADDRESS
Thomas J. Kane	Chairman	317 Hayfield Place Lynchburg, VA 24503
Dean N. Parker, Jr.	Vice Chairman	118 Montview Forest Drive Lynchburg, VA 24502

Successor Directors, replacement Directors and additional Directors shall be elected or appointed as provided in the By-Laws and shall serve such term of office any may be provided in the By-Laws.

ARTICLE VIII **INCORPORATORS**

The name and address of each incorporator is:

NAME	ADDRESS
Dean N. Parker, Jr.	118 Montview Forest Drive Lynchburg, VA 24502
Thomas J. Kane	317 Hayfield Place Lynchburg, VA 24503

ARTICLE XI
POWERS OF THE CORPORATION

The powers of the CORPORATION are:

- (a) To sue and be sued, complain and defend, in its corporate name.
- (b) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
- (c) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
- (d) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.
- (e) To lend money and use its credit to assist its employees or employees of its subsidiaries, including any such employee who is a director of the CORPORATION provided that the Board of Directors determines that such loan or assistance may benefit the CORPORATION.
- (f) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect

obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof.

- (g) To make contracts, guarantees, and indemnity agreements and incur liabilities, borrow money at such rates of interest as the CORPORATION may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage, pledge of, or creation of security interests in, all or any of its property, franchises, or income, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time.
- (h) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (i) To conduct its business, carry on its operations, to have offices and to exercise the powers granted by the Act, within or without this state.
- (j) To elect or appoint Officers and agents of the CORPORATION, and define their duties and fix their compensation.
- (k) To make and alter By-Laws, not inconsistent with these Articles of Incorporation or with the laws of the State of Alabama, for the administration and regulation of the affairs of the CORPORATION.

- (l) To make donations for the public welfare or for charitable, scientific, or educational purposes.
- (m) To transact any lawful business which the Board of Directors shall find will be in aid of governmental policy.
- (n) To pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its Directors, Officers and employees.
- (o) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust or other enterprise.
- (p) To consolidate or merge, before or after the completion of its works or plants, in the manner provided under the Act with any other foreign or domestic corporation or corporations.
- (q) To purchase (by means of tender, direct purchase, bids in the market or otherwise), take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer, sell, reissue or otherwise dispose of, at any time or from time to time, any of its common or other shares, whether or not redeemable, or other securities; provided that purchases of its own shares may be made only to the extent of its unreserved and unrestricted earned surplus and capital surplus available therefor; and

provided further that any shares of the common stock of the CORPORATION acquired by the CORPORATION shall, until the disposition, retirement or cancellation thereof, be held by the CORPORATION as treasury shares, unless, prior to the acquisition of any such shares, the Board of Directors of the CORPORATION shall have determined that such shares shall, upon the acquisition thereof, be restored to the status of authorized but unissued shares; and provided further that no purchase or payment for its own shares shall be made at a time when the CORPORATION is insolvent or when such purchase would make it insolvent.

- (r) To participate with others in any general partnership, limited partnership, whether the participating corporation be a limited or general partner, or both, joint venture, syndicate, pool or other association of any kind or in any transaction, undertaking or arrangement which the participating corporation would have power to conduct by itself, whether or not such participation involves sharing or delegation of control with or to others.
- (s) To have and exercise all powers necessary or convenient to effect its purposes to the full extent authorized or permitted to a corporation

under any laws that may be now or hereafter applicable or available to
the CORPORATION.

The foregoing specific enumeration of powers shall not be claimed to limit or restrict
in any manner the powers of the CORPORATION otherwise granted by law.

ARTICLE X POWERS OF THE STOCKHOLDERS

The Stockholders, by majority vote, shall have the power to:

- (a) make By-laws for the regulation of the CORPORATION, its Directors, Officers, agents and services and for all other purposes not inconsistent with the laws of the State of Alabama or the government of the United States.
- (b) Amend these Articles of Incorporation upon submission to the Stockholders of a resolution setting forth the proposed amendment duly adopted by the Board of Directors of the CORPORATION.

ARTICLE XI POWER OF THE BOARD OF DIRECTORS

In addition to the powers and authorities specified in Article X of these Articles of Incorporation, the Board of Directors is hereby empowered to exercise all such powers and to do all such acts and things as may be exercised or done by the CORPORATION, or to allow any one or more persons to act in their behalf without first having a meeting of the Board of

Directors or having the act ratified, subject, nevertheless, to the provisions of the laws of the State of Alabama, to these Articles of Incorporation and to any By-Laws as shall be made by the Stockholders.

The Directors and Officers of this CORPORATION shall receive such compensation, if any, as provided by the Board of Directors.

ARTICLE XII **BY-LAWS**

The original By-Laws of this CORPORATION, as adopted and as amended from time to time, shall control the management of the corporate business insofar as they are not inconsistent with the Articles of Incorporation.

No By-Law shall be made to validate any prior act of the Board of Directors which would have been void had such By-Law not been made.

ARTICLE XIII **SPECIAL PROVISION**

The CORPORATION reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon Officers, Directors and Stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto
subscribed the signatures of the incorporators to these Articles of Incorporation on this
28TH day of February, 1999.



Dean N. Parker, Jr. (SEAL)



Thomas J. Kane (SEAL)

**Notice is given as required by Alabama
law that this instrument was prepared by**

David F. Daniell, Esq.
RICHARDSON, DANIELL, SPEAR & UPTON, P.C.
1110 Montlimar Drive, Suite 400
Mobile, Alabama 36609
(334) 344-8181

For-Profit corporation
ARTICLES OF INCORPORATION GUIDELINES

INSTRUCTIONS:

- STEP 1: CONTACT THE OFFICE OF THE SECRETARY OF STATE AT (334) 242-5324 TO RESERVE A CORPORATE NAME.
STEP 2: TO INCORPORATE, FILE THE ORIGINAL, TWO COPIES OF THE ARTICLES OF INCORPORATION AND THE CERTIFICATE OF NAME RESERVATION IN THE COUNTY WHERE THE CORPORATION'S REGISTERED OFFICE IS LOCATED. THE JUDGE OF PROBATE'S FILING FEE IS \$38 AND THE SECRETARY OF STATE'S FILING FEE IS \$50.

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF INCORPORATION.

Article I The name of the corporation.

ALLPage, Inc.

Article II The duration of the corporation is perpetual, unless otherwise stated.

Article III The corporation has been organized for the following purpose(s):

For the purposes of transacting any and all lawful business, including but not limited to the following: (1) To operate a paging and communication service; (2) To engage in the sale of communications equipment and other related equipment; and (3) To transact any and all other lawful business for which corporations may be incorporated under the Alabama Business Corporation Act; provided that nothing herein contained shall be construed as authorizing this Corporation to carry on the business of banking, that of a trust company or the business of insurance.

Article IV The number of shares which the corporation shall have the authority to issue is 1,000.

Article V The street address (NO PO BOX) of registered office 700 University Boulevard, S., Suite J, Mobile, AL 36609 and the name of the registered agent at that office Dean N. Parker, Jr

Article VI The names and addresses of the Directors.

<u>Thomas J. Kane</u>	<u>317 Hayfield Place</u>	<u>Lynchburg, VA 24503</u>
<u>Dean N. Parker, Jr.</u>	<u>118 Montview Forest Drive</u>	<u>Lynchburg, VA 24502</u>

Article VII The name of and address of the Incorporator(s).

<u>Thomas J. Kane</u>	<u>317 Hayfield Place</u>	<u>Lynchburg, VA 24503</u>
<u>Dean N. Parker, Jr.</u>	<u>118 Montview Forest Drive</u>	<u>Lynchburg, VA 24502</u>

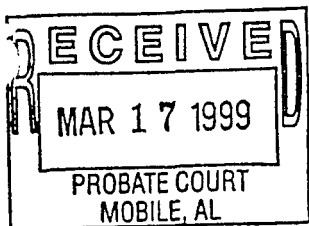
Any provision, no inconsistent with the law, for the regulation of the internal affairs of the corporation, including any provision for distribution of assets on dissolution or final liquidation may be added.

IN WITNESS THEREOF, the undersigned incorporator executed these Articles of Incorporation on this, the 12 Day of MARCH, 1999.

THIS DOCUMENT PREPARED BY:

Dean N. Parker, Jr. Thomas J. Kane
Type or Print Name of Incorporator(s)

Dean N. Parker, Jr. Thomas J. Kane
Signature of Incorporator(s)



Title Sheet

FLORIDA TELECOMMUNICATIONS PRICE LIST

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

Callis Communications, Inc.

WITHIN THE STATE OF FLORIDA

This price list contains the descriptions, rules, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Callis Communications, Inc. with principal offices at 720 Oak Circle Drive East, Mobile, Alabama 36609. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Services Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Callis Communications, Inc. Contact Telephone Numbers:

Main Administration (8:00AM to 5:00PM) - 251-662-8300

Customer Service (24 hours, seven days) - 888-901-7243

Issued:

Issued by:

Effective:

Dean Parker, President
720 Oak Circle Drive East, Suite 100
Mobile, Alabama 36609

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Issued:

Effective:

Issued by:

Dean Parker, President
720 Oak Circle Drive East, Suite 100
Mobile, Alabama 36609

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original Price List that are in effect on the date shown on each page.

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

* Indicates pages submitted with most recent filing.

 Issued:

Issued by:

Effective:

 Dean Parker, President
 720 Oak Circle Drive East, Suite 100
 Mobile, Alabama 36609

CHECK SHEET (Cont'd)

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
78	Original				
79	Original				
80	Original				
81	Original				
82	Original				
83	Original				

* Indicates pages submitted with most recent filing.

Issued:
Issued by:

Effective:
Dean Parker, President
720 Oak Circle Drive East, Suite 100
Mobile, Alabama 36609

PRICE LIST FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the APSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Price List filing is made with the APSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida PSC.

Issued:
Issued by:

Effective:
Dean Parker, President
720 Oak Circle Drive East, Suite 100
Mobile, Alabama 36609

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Price List for the purpose indicated below:

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

Issued:
Issued by:

Effective:
Dean Parker, President
720 Oak Circle Drive East, Suite 100
Mobile, Alabama 36609

APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to the local exchange, and exchange access communications services within the State of Florida. Long Distance and toll charges may be found in the company's Price List Number 2 on file with the Florida Public Service Commission.

Issued:
Issued by:

Effective:
Dean Parker, President
720 Oak Circle Drive East, Suite 100
Mobile, Alabama 36609

SECTION 1 - DEFINITIONS

For the purpose of this Price List, the following definitions will apply:

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

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Company: For purposes of this Price List, Company implies Callis Communications, Inc.

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

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (POP). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Issued:

Effective:

Issued by:

Dean Parker, President
720 Oak Circle Drive East, Suite 100
Mobile, Alabama 36609

SECTION 1 - DEFINITIONS, (CONT'D.)

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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 (LERG), issued by Bellcore.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

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. F.C.C. Tariff No. 4.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Monthly Recurring Charges (MRC): The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering Plan Area or area code.

Off-Net: A means for carrying and switching traffic to or from the Customer's premises, where the Company leases other telecommunications company's facilities to deliver service to a Customer location. With Off-Net service, the Customers' premises are connected through such facilities directly to switching equipment leased by the Company for resale purposes from another telephone Company. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying and switching local traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer's premises are connected through such facilities directly to switching equipment owned by the Company.

PBX: Private Branch Exchange

Point of Presence (POP): Point of Presence

Recurring Charges: 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 day following the 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 this Price List, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Service Order: The written request for Network 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.

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

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, subscriber, Joint User, or any other person authorized by a Customer to use service provided under this Price List.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission originating from points within the State of Florida, and terminating within a local calling area as defined herein.

The Company is responsible under this Price List only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into a written service order (agreement) that 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1.3 Terms and Conditions (Cont'd.)**

- C. Except as otherwise stated in the Price List, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
1. the Customer is using the service in violation of this Price List; or
 2. the Customer is using the service in violation of the law.
- E. This Price List shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****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, representations, 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.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
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, except as contracted by the Company;
 2. 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;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

D. (cont'd)

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 material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. 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 paragraph (A) of this Subsection 2.1.4.
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.
9. Any non-completion of calls due to network busy conditions;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

D. (cont'd)

- 10. Any calls not actually attempted to be completed during any period that service is unavailable;
- 11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. 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.

G. With respect to directory assistance and directory listings, the Company's liability shall be limited according to the provisions of Section 8 of this Price List, Directory Assistance and Listing Services, and the further limitations set forth in this Section.

H. Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others; to rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals 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.

2.1.7 Non-Routine Installation

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings 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 the Florida Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that may cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** 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 communications 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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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this Price List;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic or other cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.1 General (cont'd.)**

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Liability of the Customer

- 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, invites, or contractors where such acts or omissions are not the direct result of the Company's negligencé 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, and (2) 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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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**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.

2.4 Customer Equipment and Channels**2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price List.

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company furnished equipment or facility connection point.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- A.** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C.** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers, which are applicable to such connections.
- D.** Facilities furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services are imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.5 Customer Deposits and Advance Payments**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 equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for any 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. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

Deposits will not be required.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****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.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes, Universal Service Fund, 911 fees, and similar taxes and fees imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will separately charge for the Florida gross receipts tax on the Company's invoice for local services as applicable. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

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 twenty (20) days after the date the invoice is mailed to the Customer by the Company.
- 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 twenty (20) days after the date the invoice is mailed to the Customer by the Company. 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 thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.2 Billing and Collection of Charges, (cont'd.)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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.
- E.** If any portion of the payment is not received by the Company within 30 days, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of the original billing date. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Florida Public Service Commission
Gerald L. Gunter Building, Room 270
2540 Shumard Oaks Boulevard
Tallahassee, Florida 32399-0850
- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates of this Price List.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer, 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.

- A. Upon nonpayment of any regulated amounts owing to the Company, the Company may 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, 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 reasonable 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 governmental 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. Without notice in the event of fraudulent use of the Company's network. 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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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause, (cont'd.)**

- G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H. Without notice in the event of tampering with the equipment or services furnished by the Company.
- I. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call termination. If, after thirty (30) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with ten (10) days written notice.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service - Contract Services Only

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.5 Cancellation of Application for Service - Contract Services Only, (Cont'd)

- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

2.6.6 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 fee shall be adjusted accordingly.

2.6.7 Returned Check Charge

A minimum service charge equal to \$20.00 but no more than 5% of the face value of the returned check will be assessed in accordance with Florida law for all checks returned by a bank or other financial institution for insufficient or uncollected funds or a closed account.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service****2.7.1 General**

- A. A credit allowance may be provided 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, or refuses access to its premises for test and repair by the Company, 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.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company or its vendors;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances, (cont'd.)

- 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.** A service will not be considered interrupted for purposes of a credit if the Customer continues to make use of such service or comparable service provided by or through the Company.
- 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 five (5) 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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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruption in Service, (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 rata 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. No credit will be provided for a Customer's lost revenue or profits due to an interruption in service.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of twenty-four (24) hours or more.
- D.** Credit for Interruptions of 24 Hours or more will be calculated as follows:

Interruptions over 24 hours will be credited for each day (1/30th) of all monthly recurring fees. The date and time reported to the Company marks the beginning of the service interruption period. The date and time of the completed repair ends the interruption period. The final partial day will be rounded to the nearest quarter day with each six (6) hour period making up one-quarter of a day.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruption in Service, (Cont'd.)****2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- A. interruptions due to the negligence of or noncompliance with the provisions of this Price List by the Customer, authorized user or joint user;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C. interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E. interruptions of service 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;
- F. interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage and meets credit criteria of paragraphs 2.7.4 and 2.7.5 for a period of seventy-two (72) consecutive hours or more; or cumulative service outages equaling ninety-six (96) hours in a continuous two (2) month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage and cumulative service interruption credits.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term of a written contract or agreement for any reason other than a service interruption (as defined in Section 2.7) or where the Customer breaches the terms in the service contract, Customer may be required by the Company 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:

- A. all unpaid non-recurring charges in accordance with the agreement to establish service to Customer. Additionally, any installation discounts provided the customer based on contract term, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred or paid to third parties by Company on behalf of Customer, plus;
- C. 60% of all monthly recurring charges specified in the applicable Service Order for the balance of the then current term (this takes into account costs that may be avoided by the Company as a result of the early termination). Additionally, 40% of any term and volume commitment for usage sensitive charges for the remainder of the agreement term.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when 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.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is 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.

An accepted credit card is any credit card that a 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.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Use of Customer's Service by Others****2.10.1 Resale and Sharing**

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this Price List. Any service provided under this Price List may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Price List, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this Price List. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Notices and Communications

- 2.12.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this Price List, all notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by authorized incumbent local exchange companies within the state of Florida.

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SECTION 4 - SERVICE CHARGES
4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's billing information. All such charges will appear on the Customer's next bill following installation or change of service.

	<u>Residential</u>	<u>Business</u>
Line Connection Charge		
First Line	\$43.00	\$60.00
Each Additional Line ⁽¹⁾	\$14.00	\$12.00
Line Change Charge		
First Line	\$28.00	\$45.00
Each Additional Line ⁽¹⁾	\$13.00	\$11.00

NOTES:

- (1) Additional Line installation charges apply only when 2 or more lines are ordered and installed at the same time and at the same Customer Premises.

4.2 Installation and Change Charges

Installation and Change Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service or effecting changes in service requested by the customer. Installation charges only apply under specific circumstances and an estimate will be provided the customer in advance of any work being done.

Charges commence when Company personnel are dispatched to the Customer premises at their request and end when the work is completed. The cost for any materials or equipment will be in addition to the charges listed below and will be presented to the customer prior to the commencement of any work. The rates for Installation and Change Charges are as follows:

First 30 minutes (minimum)	\$45.00
Per hour	\$75.00
Per Quarter hour	\$18.75

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SECTION 4 - SERVICE CHARGES (CONT'D)

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed in which case new service order charges will apply.

	<u>Residential</u>	<u>Business</u>
Per occasion	\$28.00	\$45.00

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SECTION 5 – SERVICE AND PRODUCT DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to customers pending availability and approval by the company to provide service:

- Standard Business Line Service
- Standard Residential Line Service
- PBX Trunk Service
- Direct Inward Dial (DID) Service
- Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)
- Optional Calling Features
- IntraLATA Toll Services (also see company's AL Price List No. 2.)
- Listing Services (including Non Published and Non-Listed Services)
- Directory Assistance
- Operator Services
- Miscellaneous Services

5.1.2 Application of Rates and Charges

All services offered in this Price List are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured or flat rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks, and ISDN PRI.

5.1.3 Emergency Services Calling Plan

Access to the local operator or emergency services bureau is provided at no additional charge by dialing 0 or 9-1-1 and is provided with all outbound local services.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)

5.2 Call Timing for Usage Sensitive Services

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

- 5.2.1** Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5** All times refer to local time.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)

5.3 Distance Calculations

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

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, 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). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced BellCore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: 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.

5.4 Rate Time Periods

All rates are flat rates and not sensitive to time of day or day of week.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)**5.5 Basic Residence Line**

The Standard Residence Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Additional lines and various optional features are available.

5.6 Basic Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy. Other features are available.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level. Basic Trunks may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges where available.

5.8 Direct Inward Dialing (DID) Service

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provide the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware, or other equipment not provided by the Company under this Price List. Such hardware and software is the responsibility of the Customer unless other arrangements are made.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)**5.9 Integrated Services Digital Network (ISDN)****5.9.1 General**

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network.

5.9.2 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

The Primary Rate Interface (PRI) consists of a 23B Channels plus one D Channel. Basic configuration includes 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The B channels are designed for voice, data, or video. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) private line facilities that enables Customer control of the 24 individual channels. PRI supports 1+, 0+, 7 digit, and 10 digit Local, IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Customers to direct voice, data and video over the Public Switched Telephone Network. Channels may be pre-subscribed to an IXC carrier of their Customer's choice. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only, as well as DID's.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Customers are able to link up to 20 DS-1s together, providing a maximum of 479 64Kbps B channels controlled by a single D (signaling) channel.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (Cont' d)**5.10 Optional Calling Features**

The Company offers the features listed in Section 5.10.1. Service availability may vary by customer location, type of service provided the Customer by the Company, and available facilities.

5.10.1 Feature Descriptions

- A. **Call Transfer** – Allows a subscriber to transfer a call in progress to another number, which may be a local or toll call.
- B. **Toll Restricted** – Allows the subscriber to restrict toll calls on a given telephone number.
- C. **Star 98** – Allows the subscriber to access voice mail by dialing *98.
- D. **Call Forwarding Variable** - Permits the end-user to forward all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- E. **Call Forwarding, Remote Activation** - Permits the end-user to activate or deactivate the Call Forwarding Feature from a remote location. The end-user must dial an activation code in order to turn the feature on or off.
- F. **Call Forwarding Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- G. **Call Forwarding Busy Line:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)**5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (cont'd.)**

- H. Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- I. Call Waiting - Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:
- Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Direct the waiting caller to hold via a recording
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)
- Full utilization of Call Waiting Deluxe requires specialized Customer Equipment not provided by the Company. It is the responsibility of the Customer to provide the necessary equipment. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.
- J. Caller ID - Basic:** Permits the end-user to view the number of the calling party on incoming telephone calls if sent by the originating caller/provider. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)**5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (cont'd.)**

- K. Caller ID - Deluxe:** Permits the end-user to view the name and number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- L. Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- M. Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the screening list.
- N. Call Return:** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- O. Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)**5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (cont'd.)**

- P. Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked unless the caller dials a pre-assigned number prior to dialing.
- Q. Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not normally provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.
- R. Repeat Dialing (Auto Redial):** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)

5.10 Optional Calling Features, (Cont'd.)

5.10.1 Feature Descriptions, (cont'd.)

- S. **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. This may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from a speed calling list.

- T. **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

- U. **Multiple Number Distinctive Ringing –** Allows one line to have multiple ringing patterns to identify different numbers called.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)

5.11 Listing Services

For each Customer of Company-provided Exchange Service, the Company shall arrange for the listing of the Customer's main billing telephone number in the directory published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company may arrange for additional listings for an additional charge. The Customer also has the option of arranging for additional listings directly with the Directory Publisher.

5.11.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.11.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.12 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

5.13 Operator Services

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

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SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)**5.14 Intrastate Long Distance Services**

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its Florida Price List No. 2. Service is available for use by Customers twenty-four (24) hours a day. Callis Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Callis Long Distance Service is offered for InterLATA and IntraLATA calling. Customers must arrange for IntraLATA and InterLATA service from the interexchange carriers of their choice.

5.15 Miscellaneous Services**5.15.1 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

5.15.2 Service Provider Number Portability End User Line Charge

This service allows a Customer, where facilities permit, to maintain the same Directory Number when changing from one telecommunications provider to another while staying at the same location. This service also allows all customers to complete local calls to numbers that have been ported. This charge applies to all lines that are portable between telecommunications service providers. An end user line is deemed to be portable at the time the NPA-NXX serving that line is capable of providing Local Number Portability.

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SECTION 7 - LOCAL SERVICES PRICE LIST

7.1 General

Services provided in this Price List section are provided as available. Local Services may be provided through the use of resold switching and transport facilities obtained from Other Telephone Companies or through the Company's own facilities. Availability of each Service and Feature is dependent upon facilities, location and availability.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers. The rates, terms and conditions set forth in this Section may not be applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier, other than BellSouth Telecommunications, unless specified.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Florida Public Service Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned, in whole or in part, prior to the effective date.

7.2 Basic Residence Local Exchange Service

Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Additional lines and features are available.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis depending on the service plan selected by the Customer. All service plans may not be available in all areas.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Usage charges apply for calls placed from the Customer's line and, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company notwithstanding advance payments.

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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)
7.2 Residence Local Exchange Service (Cont'd)**7.2.1 Basic Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service for each line. The rates and charges below apply to service provided on a month-to-month basis and allows the customer unlimited (local, non-toll) calling to all exchange access lines within the customer's local calling area.

Basic Residential Service	\$11.00
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Rates for additional Features can be found in Section 7.7.2 of this Price List.

7.2.3 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are contained in Section 4 of this Price List. All such charges will appear on the next bill following installation of the service.

7.2.4 Residence Optional Calling Plans**A. Silver Residential Plan**

The Silver Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area, Basic Caller ID, and Call Waiting.

Silver Residential Plan	\$ 21.00
-------------------------	----------

B. Gold Residential Plan

The Gold Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area, and selection of any combination of up to eight (8) Features listed in Paragraph 7.7.2 of this Price List with the exceptions of Voice Mail, RCF and Hunting which are only available at an additional cost.

Gold Residential Plan	\$30.00
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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.2 Residence Local Exchange Service (Cont'd)****7.2.4 Residence Optional Calling Plans (Cont'd)****C. Callis Residential Area Calling**

Residential customers who subscribe to one of the above plans may also subscribe to Callis Area Calling. For a flat monthly fee the customer has unlimited calling within the LATA. This is only available where Company has the necessary facilities and ability to offer this service. This service is for voice use. Customers may not utilize this service for data, dial-up Internet access or other similar uses. The company reserves the right to immediately discontinue this optional calling plan when abuse is suspected. When this occurs, the Company will make every reasonable effort to immediately contact and notify the customer. When this occurs, the customer will not lose service but will be billed at regular rates specified in the Company's Price List#2.

Callis Area Calling Monthly Fee	\$17.95
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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)

7.3 Basic Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis depending on the service plan selected by the Customer. All service plans may not be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

7.3.1 Monthly Recurring Charges

The following charge applies to a Standard Business Local Exchange Service line per month. Rates and charges include Touch-tone Service for each line. The charge below applies to service provided on a month-to-month basis.

Basic Business Service, Single Line	\$27.95
Basic Business Service, Multiline, per Line	\$32.95

7.3.2 Non-Recurring Charges

Unless otherwise stated in this Section, non-recurring charges apply to each line installed for the Customer. Non-recurring charges are contained in Section 4 of this Price List. All such charges will appear on the next bill following installation of the service.

7.3.3 Hunting (aka. Rotary)

The following charges apply on a per line basis to any Business Lines equipped with Hunting.

Monthly recurring Charge	\$9.75
Business Line with Gold Package	\$4.95

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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.3 Business Local Exchange Service, (Cont'd)****7.3.4 Callis Business Area Calling**

Business customers who subscribe to one of the above plans may also subscribe to Callis Area Calling. For a flat monthly fee the customer has unlimited calling within the LATA. This is only available where Company has the necessary facilities and ability to offer this service. This service is for voice use and may not be used for telemarketing. Customers may not utilize this service for data, dial-up Internet access or other similar uses. The company reserves the right to immediately discontinue this optional calling plan when abuse is suspected. When this occurs, the Company will make every reasonable effort to immediately contact and notify the customer. When this occurs, the customer will not lose service but will be billed at regular rates specified in the Company's Price List No. 2.

Callis Area Calling Monthly Fee	\$29.95
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7.3.5. Optional Business Calling Plans (where available)**A. Business Premium Plan**

Premium Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area, and selection of any combination of up to ten (10) Features listed in Paragraph 7.7.2 of this Price List with the exceptions of Voice Mail, RCF and Hunting which are only available at an additional cost.

Monthly Rate	
Business Premium Plan, First Line	\$52.00
Each additional Line	\$49.00
One Year Term	
Business Premium Plan, First Line	\$47.00
Each additional Line	\$45.00
Two Year Term	
Business Premium Plan, First Line	\$44.00
Each additional Line	\$42.00
Three Year Term	
Business Premium Plan, First Line	\$41.00
Each additional Line	\$39.00

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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.4 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with touch-tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers, which routes a call to the next idle trunk in a prearranged group. PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.5).

Business PBX Trunk Service	\$35.00
Hunting Feature	\$9.75

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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)
7.5 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.4 of this Price List. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	\$900.00	\$5.00
Each Additional Block of 20 DID Numbers	\$15.00	\$5.00
DID Trunk Termination:		
Per Inward Only Trunk	\$ 90.00	\$26.00
Per Combination Trunk with Call Transfer	\$250.00	\$54.00
Non-consecutive DID's, each	\$90.00	\$0.25

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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)
7.6 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

The following rates apply to all PRI's provided by the company. Service availability is based on Company's ability to provide service in any given area.

PRI Access	<u>NRC</u>	<u>MRC</u>
Installation	\$875.00	
12 Month Term		\$135.00
24 Month Term		\$129.00
36 Month Term		\$118.00
Interoffice Channel, each		
Installation	\$125.00	
12 Month Term		\$72.00
24 Month Term		\$69.00
36 Month Term		\$63.00
Per Mile Charge		
12 Month Term		\$23.00
24 Month Term		\$21.00
36 Month Term		\$19.00
Interface, each		
Installation	\$110.00	
12 Month Term		\$380.00
24 Month Term		\$370.00
36 Month Term		\$330.00
B Channels, each		
Installation	\$5.00	
12 Month Term		\$47.00
24 Month Term		\$44.00
36 Month Term		\$40.00
D Channels, no additional charge		

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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)
7.7 Optional Calling Features

The Features in this section are made available on an individual basis or as part of various plans as described in this Section. All Features are provided subject to availability. Certain Features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling Features may not be acceptable in some cases.

7.7.1 Features Offered on a Usage Sensitive Basis

The following Features are available to all local exchange line Residential and Business Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Usage Charge indicated below each time a feature is used by the Customer.

<u>Optional Calling Feature</u>	<u>Residential</u>	<u>Business</u>
Three-Way Calling	\$1.25	\$1.25
Call Return	\$1.25	\$1.25
Repeat Dialing	\$1.25	\$1.25
Busy Connect	\$1.25	\$1.25

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)
7.7 Optional Calling Features, (Cont'd.)**7.7.2 Features Offered on Monthly Basis**

The following optional calling Features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each Feature. No usage sensitive charges apply. All Features and fees are on a per line basis. With the exception of Hunting (Roll-Over) and Memory Call (voice mail), this table will be used as part of the residential and business optional plans defined in paragraphs 7.2.4 and 7.3.3 of this Price List. Hunting and Memory Call are considered an additional Feature to any Plan the customer may subscribe to and will be billed accordingly. A secondary service order charge will apply per order unless installed at the initiation of service.

<u>Optional Calling Feature</u>	<u>Residential</u>	<u>Business</u>
Call Forwarding Variable	\$5.90	\$6.90
w/Remote Access	\$7.00	\$7.00
Call Forwarding Don't Answer	\$1.50	\$4.70
Three Way Calling w/Call Transfer	\$6.50	\$6.50
Call Forwarding Busy Line	\$1.50	\$4.70
Call Waiting – Basic	\$6.90	\$6.90
Call Waiting – Deluxe	\$7.95	N/A
Caller ID – Basic	\$6.00	\$9.50
Caller ID – Deluxe	\$8.50	\$10.00
Caller ID Deluxe w/Anonymous Call Rejection	\$8.50	\$10.00
Call Block	\$5.95	\$6.50
Call Return	\$5.95	\$6.50
Call Tracing	\$5.95	\$6.50
Distinctive Ringing – First	\$5.00	\$11.00
Distinctive Ringing – Second	\$7.00	\$12.00
Remote Call Forwarding	\$18.50	\$18.50
RCF Add'l Path	\$18.50	\$18.50
(Note: RCF has an installation charge of \$12.50 per path)		

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SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)**7.7 Optional Calling Features, (Cont'd.)****7.7.2 Features Offered on Monthly Basis, (cont'd.)**

<u>Optional Calling Feature</u>	<u>Residential</u>	<u>Business</u>
Speed Calling (30 codes)	\$5.90	\$5.00
Speed Calling (8 codes)	\$5.90	\$5.00
Customer Control Call Forward		
Busy Line	\$3.00	\$8.00
Don't Answer	\$3.00	\$8.00
Three Way Calling	\$5.50	\$6.00
Star 98 Access	\$1.00	\$2.00
Anonymous Call Rejection	\$4.00	\$4.00
Calling Number Delivery Blocking (per line equipped)	no charge	no charge
Privacy Director	\$5.00	N/A
Message Waiting, audible	\$0.50	\$0.75
Hunting (Roll-Over) per line	\$8.00	\$8.50
Voice Mail Companion Package (includes Call Forward Busy, Don't Answer, and Star 98 access)	\$2.50	\$9.00

7.7.3 Distinctive Ringing with Additional Number (similar to RingMaster)

This service provides an additional telephone number to be assigned to the same primary line. When dialed the ring will sound differently thus allowing the called party to determine what number the caller dialed. This service may not be available in all areas. The following rates apply:

	<u>Residential</u>	<u>Business</u>
One additional number	\$5.00	\$10.00
Second Additional number	\$7.00	\$12.00

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SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES**8.1 Directory Listings****8.1.1 Rules and Regulations****A. General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company may use abbreviations in listings. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name. A name may be repeated in the white pages only when a different address or telephone number is used.

B. Directory Errors or Omissions

The Company's liability for any damages arising out of errors in or omissions from directory assistance records or directory listings, including without limitation Yellow pages or White Pages listings or directories, for which no additional charge is made, shall not exceed \$50.00 for businesses and \$10.00 for residences.

For listings furnished at additional charge, the Company's liability for any damages whatsoever arising out of errors in or omissions from directory assistance records or directory listings, including without limitation Yellow Pages or White Pages listings or directories, shall not exceed the amount of the charge to the Customer for Local Exchange Service listing during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the Customer, or \$50.00 for businesses or \$15.00 for residences, whichever is less.

The Company shall not be liable to the Customer for any damages whatsoever arising out of errors in or omissions from directory assistance records or directory listings, including without limitation Yellow Pages or White Pages listings or directories, caused by any act or omission of a third party or other entity. Additionally, the Company will have no liability when it has attempted to reconcile directory listings prior to publication of the directory and the Customer did not respond as requested to inquiries regarding verification of their listings. In this case, the Company has no liability whatsoever.

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SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.2 Composition of Listings

A. Names

The following names may be included in business service listings:

1. The name of subscriber or joint user.
2. The name of the business enterprise that the subscriber or joint user conducts.
3. The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
4. The name of any person associated with the subscriber or joint user in the same business.
5. The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
6. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.
7. The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
8. The name of the subscriber to a sharing arrangement.

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SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)**8.1 Directory Listings, (Cont'd.)****8.1.2 Composition of Listings, (cont'd.)****B. Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this Price List. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

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SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.2 Composition of Listings, (cont'd.)

C. Address

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer. The designation in the listing will be provided according to the rules in paragraph 8.1.2.B above.

D. Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

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SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)**8.1 Directory Listings, (Cont'd.)****8.1.3 Types of Listings****A. Standard Listing**

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

B. Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD
Office 125 Portland 555-4180
Residence 9 Glenway 555-8345

C. Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

8.1.4 Free Listings

One Standard listing for each individual line service including PBX Trunks is provided at no additional charge to the Customer.

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SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.5 Rates for Additional Listings - Business Customers

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4. A secondary service order charge applies per order.

Type of Listing	Residential Customers	Business Customers	
Reference/Cross Reference:			
- Each Line	\$1.20	\$2.10	
Alternate Telephone Number/Night Listing:			
- Night, Sundays & Holidays	\$1.20	\$2.10	
- First Line	\$1.20	\$2.10	
Duplicate Listing:			
2 or More Lines:			
- First Line	\$1.20	\$2.10	
- Each Additional Line	\$1.20	\$2.10	
Other Duplicate Listings, each	\$1.20	\$2.10	
Additional Listing	\$1.20	\$2.10	
Foreign Listing	\$1.20	\$2.10	

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SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)**8.2 Non-Published Service****8.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

8.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

8.2.3 Rates and Charges

There is a monthly charge for each non-published service (line).

Residential Customer, Non-published service charge, per month:	\$2.08
Business Customer, Non-published service charge, per month:	\$3.50

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SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)**8.3 Non-Listed Service****8.3.1 General**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

8.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a non-listed number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

8.3.3 Rates and Charges

There is a monthly charge for each non-listed service. This charge also applies if the Customer has other listed service at the same location.

Residential Customer, Non-listed service charge, per month:	\$0.30
Business Customer, Non-listed service charge, per month:	\$1.15

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SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)**8.4 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. Rates and charges for IntraLATA and InterLATA Directory Assistance service are provided in the Company's Florida Price List No. 2.

Each Local Directory Assistance Call, Residential Customers	\$1.25
Each Local Directory Assistance Call, Business Customers	\$1.25
Directory Assistance Call Completion (applies to business and residence when automated operator dials the call for the Customer)	\$0.45

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SECTION 9 - OPERATOR SERVICES
9.1 General

Customers may utilize local operator services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

9.2 Local Operator Services**9.2.1 Charges**

	<u>Per Call</u>
Station-to-Station:	
- Customer Dialed Calling Card	\$1.00
- Operator Assisted	\$2.00
Person-to-Person	\$3.50
Operator Dialed Surcharge	\$1.25
- Partially Automated Surcharge	\$0.75

Note: Operator Dialed Surcharge and Partially Automated Surcharge is in addition to the Station to Station or Person to Person fees.

Busy Line Verification	\$4.50
Busy Line Interrupt	\$9.00

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SECTION 10 - LONG DISTANCE SERVICES

10.1 General

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in The Company's Florida Price List No. 2. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier.

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SECTION 11 - MISCELLANEOUS SERVICES**11.1 Carrier Presubscription****11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier, which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer may select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and another carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call. If this option is selected the Company will invoice the customer the monthly EUCL charge.

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SECTION 11 - MISCELLANEOUS SERVICES, (CONT'D.)

11.1 Carrier Presubscription, (Cont'd.)

11.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in this Price List.

11.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge. A Customer may option to not have an assigned carrier.

If a new Customer selects a bundled plan of service that includes local and long distance service, if offered, the Customer must select the Company as their carrier for al long distance to take advantage of the plan.

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SECTION 11 - MISCELLANEOUS SERVICES, (CONT'D.)

11.1 Carrier Presubscription, (Cont'd.)

11.1.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Nonrecurring Charge per line or trunk (applies to business and residential service)	\$1.49
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11.2 Service Provider Local Number Portability End User Line Charge

11.2.1 End User Line Monthly Charges for Number Portability

	<u>Rate Per Month</u>
Residential Local Exchange Line, per Line	\$0.35
Business Local Exchange Lines, per Line	\$0.35
PBX Trunks, per Trunk	\$3.15
Primary Rate ISDN Interface (ISDN PRI), per Interface	\$1.75
Station Line, Centrex or similar	\$0.35

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SECTION 11 - MISCELLANEOUS SERVICES, (CONT'D.)

11.3 Restricted Dialing Options

11.3.1 Restricted Dialing allows the Customer to restrict certain types of calls from being placed over their telephone lines or trunks. **Calls to 911 will never be blocked.** This service is provided where facilities are available. Customer may select certain restrictions to be applied on a line by line basis preventing certain types of calls from being placed on that particular line. Following are the descriptions for each option:

- Option 1 1+, 0-, 0+, 00-, (1+/0+) 411, 900, IDDD 011+, 101XXXX, LD 555-1212
- Option 2 0-, 0+, 00-, Intl 01, 101XXXX
- Option 3 1+, 0-, 0+, 00-, 900, Intl 01, IDDD 011+, 101XXXX, LD 555-1212
- Option 4 900
- Option 5 101XXXX
- Option 6 all calls except local 7 digit dialing

11.3.2 The installation fee for each Option is \$9.00. The following monthly rates apply for the indicated Options:

	Residence	Business
Option 1	\$4.00	\$5.50
Option 2	\$4.00	\$5.50
Option 3	\$4.00	\$5.50
Option 4	N/A	N/A
Option 5	N/A	\$5.50
Option 6	4.00	\$5.50

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SECTION 12 - PRIVATE LINE SERVICES

12.1 [Reserved for Future Use]

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SECTION 13 - SPECIAL ARRANGEMENTS

13.1 Contract Services

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Price List. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

Rates, charges, terms and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus and appropriate level of contribution. After acceptance by the customer, the Company will furnish the proposal and appropriate support documentation to the Commission, under seal as confidential and proprietary information prior to implementation.

Contract service arrangements may be offered on any non-basic service in this Price List, or may be offered for a basic service only if the basic service is offered as part of a package with non-basic services.

Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this Price List.

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SECTION 13 - SPECIAL ARRANGEMENTS**13.2 Trial Price Lists****13.2.2 Regulations**

- A. Marketing and/or technical trials shall be governed by the regulations set forth in this section of the Price List.
- B. A marketing and/or technical trial shall not require a Price List filing or demand a cost support to initiate the trial. However, a transmittal letter shall be provided to the Public Service Commission prior to the start of the trial which will include the following information:
 - 1. A description of the new service proposed to be offered;
 - 2. The specific geographic area(s) or telephone exchange(s) in which the service is to be offered;
 - 3. The rates and charges for the service, including any applicable range of rates within which the rates may be increased or decreased;
 - 4. All rules and regulations governing the offering of the trial service to customers.
- C. A trial service may be offered to a subscriber, a group of subscribers, or to all subscribers in the classification(s) of service and the specific area(s) for which the trial service is made available. If the trial is to be limited to specific subscribers, the trial customer(s) shall be listed in the transmittal letter. However, a trial service may be offered at different rates to different subscribers, and to different geographical locations for the purpose of determining the appropriate rate(s). Rates for a trial service may also change for a specific location during the trial period to determine the appropriate rate(s).
- D. The applicable terms and conditions for the trial services shall be determined by the Company and provided for a test period of not less than one month or more than twelve months.
- E. The Company reserves the right to alter the rates, within the specific range, with proper notice to the Commission.

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SECTION 14 - PROMOTIONAL OFFERINGS

14.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Price List offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission and will be included in the Company's Price List.

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