



The CommLaw Group

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September 28, 2007

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Via Overnight Courier

Blanca S. Bayo, Director
Florida Public Service Commission
Division of the Commission Clerk and
Administrative Svcs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

070633

RECEIVED-FPSC
07 OCT -1 PM 2:45
COMMISSION
CLERK

Re: *Application of StarVox, Inc. for Authority to Provide Alternative Local Exchange Service Within the State of Florida*

Dear Ms. Bayo:

On behalf of StarVox Communications, Inc. ("StarVox"), transmitted herewith is an original plus two (2) copies of its Application for Authority to Provide Alternative Local Exchange Service Within the State of Florida ("Application"). Also enclosed is a check in the amount of \$400.00, payable to the "Florida Public Service Commission," for the fee associated with the filing of this Application.

StarVox's Price List will be submitted to the Commission at least one day prior to initiation of its proposed service offering in accordance with Rule 25-24.825. StarVox will provide courtesy copies of its Price List to Commission personnel upon request.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage prepaid envelope provided.

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

Initials of person who forwarded check

- CMP
- COM
- CTR
- ECR
- GCL
- JPC
- RCA
- SCR
- SGA
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- OTH

cm

DOCUMENT NUMBER-DATE

08978 OCT-16

FPSC-COMMISSION CLERK

07 OCT -1 AM 9:41
INSTRUCTION LETTER

Ms. Blanca S. Bayo
September 28, 2007
Page 2

Should there be any questions regarding this filing, kindly contact the undersigned.

Respectfully submitted,

Catherine M. Hannan

Catherine M. Hannan
Regulatory Counsel

Enclosures

FLORIDA PUBLIC SERVICE COMMISSION
DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
APPLICATION FORM
for
AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATIONS COMPANY SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used as an application for an original certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Page 8).
- B. Print or type all responses to each item requested in the application. If an item is not applicable, please explain.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and two (2) copies of this form along with a non-refundable application fee of **\$400.00** to:

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

- E. A filing fee of **\$400.00** is required for the sale, assignment or transfer of an existing certificate to another company (Chapter 25-24.815, F.A.C.).
- F. If you have questions about completing the form, contact:

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

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

Original certificate (new company).

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

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

4. Official mailing address:

Street/Post Office Box: 2728 Orchard Parkway
City: San Jose
State: CA
Zip: 95134

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: F05000003649

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): 920211168

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

(a) The application:

Name: Catherine M. Hannan
Title: Regulatory Counsel
Street name & number: Helein & Marshlian, LLC, the CommLaw Group
1483 Chain Bridge Road, Suite 301
Post office box:
City: McLean
State: VA
Zip: 22101
Telephone No.: (703) 714-1326
Fax No.: (703) 714-1330
E-Mail Address: cmh@commlawgroup.com
Website Address: www.commlawgroup.com

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

Name: Christopher McKee
Title: Vice President and General Counsel
Street name & number: 43480 Yukon Drive, Suite 201
Post office box:
City: Ashburn
State: VA
Zip: 20147
Telephone No.: (202) 903-0401
Fax No.: (408) 354-3551
E-Mail Address: cmckee@starvox.com
Website Address: www.starvox.com

(c) Complaints/Inquiries from customers:

Name: Andrea Swanson
Title:
Street/Post Office Box: 2728 Orchard Parkway
City: San Jose
State: CA
Zip: 95134
Telephone No.: (408) 625-2684
Fax No.: (408) 354-3551
E-Mail Address: aswanson@starvox.com
Website Address: www.starvox.com

16. List the states in which the applicant:

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

Applicant has not operated as a Competitive Local Exchange Telecommunications Company in any jurisdiction. Applicant's wholly-owned subsidiary, Capital Telecommunications, Inc., is certificated to provide local exchange and interexchange toll telecommunications services in the states of Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania and Texas.

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

StarVox has recently filed (or expects to file shortly) applications for local exchange authority in the States of California, Georgia, New York and North Carolina, and applications for local exchange and interexchange authority in the states of Alabama, Kentucky, Louisiana, Mississippi, Nevada, South Carolina and Tennessee.

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

Applicant has not yet been granted a certificate to operate as a Competitive Local Exchange Telecommunications Company.

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

Applicant has not been denied authority to operate as a Competitive Local Exchange Telecommunications Company in any jurisdiction.

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

Applicant has not had regulatory penalties imposed for violations of telecommunications statutes.

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

Applicant has not been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

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.

None of Applicant's officers, directors or ten largest stockholders have been adjudged bankrupt, mentally incompetent or found guilty of any felony or of any crime.

(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.

None of Applicant's officers, directors or ten largest stockholders have been granted or denied a competitive local exchange certificate in the State of Florida.

(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.

Several of the officers and directors of StarVox have been officers in other telecommunications companies during their careers in the telecommunications business. That employment history is detailed in the biographies that appear at Exhibit 3 to this Application. None of StarVox's officers or directors has had a material ownership interest in any Florida certificated or registered telephone company.

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: Christopher McKee
Title: Vice President and General Counsel
Telephone No.: (202) 903-0401
E-Mail Address: cmckee@starvox.com

Signature:  _____

Date: 9/28/2007

CERTIFICATE SALE, TRANSFER,
OR
ASSIGNMENT STATEMENT

As current holder of Florida Public Service Commission Certificate Number _____, I have reviewed this application and join in the petitioner's request for a

- sale
- transfer
- assignment

of the certificate.

Company Owner or Officer

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

Signature: _____

Date: _____

EXHIBIT 1

**PROOF OF FOREIGN CORPORATION AUTHORITY
FROM THE FLORIDA SECRETARY OF STATE
OF
STARVOX COMMUNICATIONS, INC.**

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[H](#)[Previous on List](#)[Next on List](#)[Return To List](#)[Events](#)[No Name History](#)[Entity Name Search](#)

Detail by Entity Name

Foreign Profit Corporation

STARVOX COMMUNICATIONS, INC.

Filing Information

Document Number F05000003649
FEI Number 920211168
Date Filed 06/16/2005
State CA
Status ACTIVE
Last Event ARTICLES OF CORRECTION
Event Date Filed 07/26/2005
Event Effective Date NONE

Principal Address

2728 ORCHARD PARKWAY
SAN JOSE CA 95131

Changed 07/26/2005

Mailing Address

2728 ORCHARD PARKWAY
SAN JOSE CA 95131

Changed 07/26/2005

Registered Agent Name & Address

NRAI SERVICES, INC.
2731 EXECUTIVE PARK DRIVE, SUITE 4
WESTON FL 33331 US

Officer/Director Detail

Name & Address

Title PD

ZORN, DOUGLAS S
2728 ORCHARD PKWY
SAN JOSE CA 95131

Title V

DIRGO, NANCY
2728 ORCHARD PARKWAY
SAN JOSE CA 95131

Title V

BARRY, RICHARD
2728 ORCHARD PKWY
SAN JOSE CA 95131

Title D

THOMSON, JEFF
2728 ORCHARD PKWY
SAN JOSE CA 95131

Title V

SHERMAN, MICHAEL
2728 ORCHARD PKWY
SAN JOSE CA 95131

Title V

BERKO, SHERI
2728 ORCHARD PKWY
SAN JOSE CA 95131

Annual Reports

Report Year Filed Date

2006	03/20/2006
2007	04/30/2007

Document Images

[04/30/2007 -- ANNUAL REPORT](#)

[03/20/2006 -- ANNUAL REPORT](#)

[07/26/2005 -- Articles of Correction](#)

[06/16/2005 -- Foreign Profit](#)

Note: This is not official record. See documents if question or conflict.

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Attached are the forms and instructions to register a foreign profit corporation to transact business in Florida. The requirements are as follows:

- Pursuant to section 607.1503(1), Florida Statutes, the attached application must be completed in its entirety.
- The corporation must submit an original certificate of existence, no more than 90 days old, duly authenticated by the Secretary of State or the proper official having custody of corporate records in the state or country under the law of which it is incorporated. A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.
- There is a \$70.00 registration fee and a letter of acknowledgment will be issued free of charge upon registration.
- Certification fees are optional. Please submit an additional \$8.75 if a certificate of status is needed. The fee for a certified copy of the application is \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50). Please check the appropriate box on the transmittal letter and send one check for the total amount made payable to the Florida Department of State.
- The transmittal letter included in this packet should be completed and submitted along with the certificate, application and check. Both the mailing address and courier address are noted in the transmittal letter.

Any further inquiries concerning this matter should be directed to the Registration/Tax Lien Section by calling (850) 245-6051 or writing the Registration Section, Division of Corporations, P.O. Box 6327, Tallahassee, FL 32314.

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: StarVox Communications, Inc.
(Name of corporation - must include suffix)

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Jonathan S. Marashlian, Regulatory Counsel
(Name of Person)

The Helein Law Group, LLLP
(Firm/Company)

8180 Greensboro Drive, Suite 700
(Address)

McLean, Virginia 22102
(City/State and Zip code)

For further information concerning this matter, please call:

Jonathan S. Marashlian at (703) 714-1300
(Name of Person) (Area Code & Daytime Telephone Number)

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

- \$70.00 Filing Fee \$78.75 Filing Fee & Certificate of Status \$78.75 Filing Fee & Certified Copy \$87.50 Filing Fee, Certificate of Status & Certified Copy

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO
REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.*

1. StarVox Communications, Inc.
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION,"
"Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. California 3. 90-0211168
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. June 28, 2004 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. _____
(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 2202 North First Street, San Jose, California 95131
(Principal office address)

2202 North First Street, San Jose, California 95131
(Current mailing address)

8. Telecommunications Services
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: NRAI Services, Inc.

Office Address: 2731 Executive Park Drive, Suite 4

Weston, Florida 33331
(City) (Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: SEE ATTACHED

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: SEE ATTACHED

Address: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. _____
(Signature of Director or Officer listed in number 12 of the application)

14. Douglas S. Zorn, President
(Typed or printed name and capacity of person signing application)

EXHIBIT 2

**BIOGRAPHICAL SKETCHES
OF
EXECUTIVE MANAGEMENT PERSONNEL
OF
STARVOX COMMUNICATIONS, INC.**

STARVOX COMMUNICATIONS, INC.

TECHNICAL QUALIFICATIONS/MANAGEMENT EXPERIENCE

The Company has assembled a highly skilled management team, which brings a wealth of experience and expertise to the Company's telecommunications services venture. Together, the Company's executives provide it with the depth and breadth of management, operational and technical capabilities necessary to facilitate its provision of high quality, affordable local exchange telecommunications services.

Brief summaries of the experience of key members of the Company's executive team are set forth below:

Thomas E. Rowley
Chief Executive Officer

With over 35 years of experience, Mr. Rowley is an expert entrepreneurial leader who specializes in driving early-stage technology companies to commercialize their technology and develop new markets. His proven engineering management and marketing expertise has enabled him to successfully found and grow nine venture-funded companies during his career. Among his accomplishments, Mr. Rowley has been the CEO of Preventsys, a supplier of enterprise security policy management software, Counterpane Internet Security, a managed security services provider; Veridicom, a spin-off of Lucent Technology's Bell Labs providing silicon fingerprint readers; and Centigram, a leader in the voice messaging market. He also led the development of secure cryptographic semiconductors at National Semiconductor. Named a Technology Pioneer by the World Economic Forum in 2002, Mr. Rowley holds two patents with the U.S. Patent Office. He has lectured for business schools at Stanford University, University of California at Berkeley and Santa Clara University on how to found and build a venture-backed company.

Christopher McKee
Vice President and General Counsel

Christopher McKee, Vice President and General Counsel, joined StarVox in 2007. From 2005 to 2007, Mr. McKee was Vice President and Assistant General Counsel of Covad Communications Group Inc., a publicly held San Jose, California-based broadband provider of integrated voice and data communications nationwide. Prior to joining Covad, from 2002 to 2005, Mr. McKee served as Executive Director of Legal and Regulatory Affairs for XO Communications, Inc., a publicly held Reston, Virginia-based broadband provider of integrated voice and data communications nationwide. Prior to that time, Mr. McKee was Deputy General Counsel of Net2000 Communications Inc., a publicly traded Herndon, Virginia-based telecommunications services provider. Mr. McKee has also been an at Washington DC-based law firms Dickstein Shapiro LLP and Dow Lohnes PLLC.

John Reiland
Chief Financial Officer

Mr. Reiland, a Certified Public Accountant, joined the company in 2006. Prior to that time, Mr. Reiland was a Senior Financial Analyst for Sanders Morris Harris, the largest investment banking firm headquartered in Texas. From March 2003 until March 2006, he served as the Chief Financial Officer of US Dataworks, a developer of payment processing software focused on the financial services market, federal, state and local governments, billers and retailers. From March 2002 until December 2002, Mr. Reiland was the interim Chief Executive Officer of New England Pantry, a New England-based convenience store chain. From November 2000 to February 2002, he was Chief Executive Officer of ServiceIQ, a privately held developmental stage company developing wireless communications devices for the field service industry. Mr. Reiland also served as a director on the board of directors of Ronco Corporation. Mr. Reiland began his career at Price Waterhouse & Co. from 1973 to 1978. He received his B.B.A. from the University of Houston in 1973.

Sherri L. Bakos
Vice President of Sales

Ms. Bakos has over 25 years experience in the services and telecommunications industries. She has a proven track record in meeting revenue, profit and customer satisfaction objectives. Her most recent experience was Vice President Sales – Western Region for Focal Communications selling a wide variety of telecommunications services including comprehensive voice, data and Internet solutions. She also managed the Customer Care organization which was responsible for order processing and customer satisfaction. She has successfully lead teams selling local, national and worldwide telecommunications companies. Prior to Focal, Ms. Bakos was VP – National Sales for Sigma Networks, Regional VP – Western Region for Level 3 Communications, VP/GM for MFS Communications (now part of MCI), and Global Account Manager for British Telecom. Ms. Bakos began her career at a VAR who focused on Fortune 500 accounts. She attended San Jose State University with an emphasis in Marketing.

Alan M. Warshaw
Vice President, Marketing

A successful marketing contributor to the telecommunications and data communications industry for many years, Mr. Warshaw was named Vice President of Marketing for StarVox Communications, Inc., in April 2007. Prior to joining StarVox, he spent several years as interim Vice President of Marketing for a variety of Silicon Valley startup companies. Previously, Mr. Warshaw was Vice President of Marketing at XO Communications (acquired by Concentric Network). As founder and principal consultant at Datacomm Management Group, he worked with leading companies such as Ascend Communications, Cisco Systems and Xircom for more than fifteen years. Before embarking on his consulting career, Mr. Warshaw spent six years at Micom Systems, Inc.

in several positions including Assistant Vice President and he was Communications Product Manager for Nixdorf Computer Corporation. Mr. Warshaw also held prior positions with Digital Equipment Corporation and Bell Laboratories. He holds a Bachelor of Science degree in Electrical Engineering from Clarkson University and a Master of Science in Operations Research from Cornell University.

Michael (Mike) Sharman
Vice President of Operations

Mr. Sharman has over 25 years experience with both voice and data services in the telecommunications industry. For the past ten years he has been an Executive involved in building world-class Operations organizations supporting voice and data services. He spent 14 years with AT&T/Pacific Bell designing voice networks and building the System Engineering, Technical Support and Voice Processing Operations in support of their Enhanced Service products. He held executive management positions at Concentric Network and XO Communications responsible for building and managing their Broadband, VPN Engineering, and Service Delivery Operations teams. His most recent position was at Netifce Communications where he was in charge of Service Delivery, Provisioning and VPN Engineering Operations. Mr. Sharman has a Bachelors of Science degree in Biochemistry and an MBA from St. Mary's.

EXHIBIT 3

**FINANCIAL CAPABILITY
OF
STARVOX COMMUNICATIONS, INC.**

StarVox is financially qualified to offer the telecommunications services requested in its service territory. Applicant anticipates satisfying its cash flow obligations from revenues from its Florida operations. In demonstration of the overall strength of Applicant's financial capabilities, attached hereto are copies of StarVox's most recent financial materials, confirming that Applicant possesses sufficient liquid and available funds to ensure the continued provision of reliable telecommunications service to Florida residents.

StarVox Communications, Inc.
Unaudited Condensed Consolidated Statements of Operations
(in thousands except per share data)

	Three Months Ended November 30, 2006 StarVox	Three Months Ended September 30, 2006 USWD	Pro Forma Adjustments	Pro Forma Consolidated
Revenues	\$ 13,416	\$ —	\$ —	\$ 13,416
Operating expense:				
Cost of sales	8,738	—	—	8,738
Operating expenses	7,230	312	—	7,542
Total Operating expenses	15,968	312	—	16,280
Loss from operations	(2,552)	(312)		(2,864)
Interest (other) expense,	1,971	98	(8) (8)	2,061
Net income (loss) before income taxes	(4,523)	(214)	8 (8)	(4,729)
Provision for taxes	—	—		—
Net loss	\$ (4,523)	\$ (214)	\$ 8	\$ (4,729)
Weighted average shares outstanding, basic and	3,561	9,500		33,684
Basic and diluted net loss	\$ (1.27)	\$ (0.02)		\$ (0.14)

StarVox Communications, Inc.
Condensed Consolidated Balance Sheets
(in thousands)

	November 30, 2006 StarVox	September 30, 2006 USWD	Pro Forma Adjustments	Pro Forma Consolidated
Assets				
Current Assets:				
Cash and cash equivalents	\$ 1,780	\$ 954	\$ —	\$ 2,734
Accounts receivable, net	6,608	—	—	6,608
Loans receivable	—	3,500	(3,500)	—
Interest receivable	—	110	(20)	90
Due from related parties	—	15	—	—
Prepays and other current assets	1,004	45	—	1,049
Total current assets	9,392	4,624	(3,520)	10,481
Property and equipment, net of accumulated depreciation	3,937	—	—	3,937
Goodwill and intangible assets	13,156	—	—	13,156
Other assets	1,393	—	—	1,393
Total assets	<u>\$ 27,878</u>	<u>\$ 4,624</u>	<u>\$ (3,520)</u>	<u>\$ 28,982</u>
Liabilities, Convertible Preferred Stock and Stockholders' Deficit				
Current Liabilities				
Accounts payable and accrued liabilities	\$ 7,506	\$ 134	\$ —	\$ 7,640
Notes payable	7,575	—	—	7,575
Convertible notes payable	18,296	—	(3,500)	14,796
Related party note	198	—	—	198
Accrued interest on notes payable	1,298	—	(107)	1,191
Deferred revenue	1,627	—	—	1,627
Total current liabilities	36,500	134	(3,607)	33,027
Total liabilities	36,500	134	(3,607)	33,027
Convertible preferred stock				
Series A	7,925	—	—	7,925
Series A - 1	950	—	—	950
Stockholders' Equity (Deficit)				
Common stock	4	95	—	99
Additional paid-in-capital	2,615	5,739	87	8,441
Accumulated deficit	(20,068)	(1,344)	—	(21,412)
Treasury stock	(48)	—	—	(48)
Total stockholders equity (deficit)	(8,622)	4,490	87	(4,045)
Total Liabilities, Convertible Preferred Stock and Stockholders' (Deficit)	<u>\$ 27,878</u>	<u>\$ 4,624</u>	<u>\$ (3,520)</u>	<u>\$ 28,982</u>

StarVox Communications, Inc.
Unaudited Condensed Consolidated Statements of Operations
(in thousands except per share data)

	Three Months Ended February 28,		Six Months Ended February 28,	
	2006	2007	2006	2007
Revenues	\$ 3,572	\$ 10,208	\$ 7,439	\$ 23,624
Operating expenses:				
Cost of sales	4,739	7,192	9,681	15,906
Operating expenses	589	6,659	1,493	12,997
Depreciation and amortization	85	771	179	1,661
Impairment charge	—	—	—	26
Total operating expenses	5,413	14,622	11,353	30,590
Loss from operations	(1,841)	(4,414)	(3,914)	(6,966)
Other expense (income)				
Interest and warrant amortization expense	39	2,020	143	3,991
Other expense (income), net	48	(1)	46	(1)
Total other expense	87	2,019	189	3,990
Net loss before taxes	(1,928)	(6,433)	(4,103)	(10,956)
Provision for taxes	—	18	—	18
Net loss	\$ (1,928)	\$ (6,451)	\$ (4,103)	\$ (10,974)
Basic and diluted net loss per common share	\$ (0.48)	\$ (1.89)	\$ (1.03)	\$ (3.26)
Weighted average shares used in computing basic and diluted net loss per share	3,995,639	3,417,922	3,964,743	3,368,609

StarVox Communications, Inc.
Condensed Consolidated Balance Sheets
(in thousands)

	<u>August 31,</u> <u>2006</u>	<u>February 28,</u> <u>2007</u> (Unaudited)
Assets		
Current assets:		
Cash	\$ 1,386	\$ 2,185
Accounts receivable, net of allowance of \$664 and \$446, respectively	7,018	4,906
Prepaid expenses and other current assets	882	910
	<u>9,286</u>	<u>8,001</u>
Property and equipment, net of accumulated depreciation	4,308	6,470
Intangible assets	6,271	5,241
Goodwill	7,426	7,400
Restricted cash and other assets	1,391	1,400
	<u>28,684</u>	<u>28,512</u>
Total assets	\$ 28,684	\$ 28,512
Liabilities, Convertible Preferred Stock and Stockholders' Deficit		
Current liabilities:		
Line of credit	\$ 1,125	\$ —
Accounts payable	5,639	6,581
Accrued liabilities and other	3,476	4,886
Notes payable	3,500	3,500
Convertible notes payable	17,126	23,857
Deferred revenue	1,627	1,635
Related party payables	250	198
	<u>32,743</u>	<u>40,657</u>
Total current liabilities	32,743	40,657
Capital lease obligations	—	1,389
Other long term liabilities	42	—
	<u>32,785</u>	<u>42,046</u>
Total liabilities	32,785	42,046
Commitments and contingencies		
Preferred stock	8,875	8,875
Stockholders' deficit:		
Common stock	4	4
Deferred stock compensation	(7)	—
Additional paid-in capital	2,619	4,153
Accumulated deficit	(15,545)	(26,519)
Treasury stock	(47)	(47)
	<u>(12,976)</u>	<u>(22,409)</u>
Total stockholders' deficit	(12,976)	(22,409)
Total convertible preferred stock and stockholders' deficit	(4,101)	(13,534)
Total liabilities, convertible preferred stock and stockholders' deficit	\$ 28,684	\$ 28,512

StarVox Communications, Inc.
Unaudited Condensed Consolidated Statements of Cash Flows
(in thousands)

	Six Months Ended February 28,	
	2006	2007
Cash flows from Operating Activities:		
Net loss	\$ (4,103)	\$ (10,974)
Adjustments to reconcile net loss to net cash used in Operating Activities:		
Depreciation and amortization	179	1,661
Impairment or writedown of assets	—	26
Non-cash stock based compensation expense	—	135
Non-cash interest expense	—	3,800
Changes in operating assets and liabilities:		
Accounts receivable	(472)	2,112
Prepaid expenses and other current assets	106	(36)
Accounts payable	444	942
Accrued liabilities and other	(141)	(540)
Deferred revenue	—	8
Net cash used in operating activities	(3,987)	(2,866)
Cash flows from Investing Activities:		
Purchase of property and equipment	(315)	(466)
Cash paid for acquisitions, net of cash acquired	(40)	—
Net cash used in investing activities	(355)	(466)
Cash flows from Financing Activities:		
Borrowings (payments) on line of credit	616	(1,125)
Payments under capital lease	—	(186)
Payments of other long term liabilities	—	(42)
Proceeds from issuance of unsecured demand promissory notes	—	5,484
Proceeds from issuance of preferred stock, net of issuance costs	3,642	—
Repurchase of common stock	(38)	—
Net cash provided by financing activities	4,220	4,131
Net (decrease) increase in cash and cash equivalents	(122)	799
Cash at beginning of period	210	1,386
Cash at end of the period	\$ 88	\$ 2,185
Supplemental cash flow disclosure:		
Cash paid during the periods for:		
Interest	\$ 63	\$ 129
Income taxes	\$ —	\$ 18
Noncash financing and investing activities:		
Property, plant and equipment obtained on capital lease	\$ —	\$ 2,326

StarVox Communications, Inc.
Unaudited Condensed Consolidated Statements of Operations
(in thousands except per share data)

	Year Ended August 31, 2006 StarVox	September 1, 2005 through 13-Jun-06 CTI	Year Ended 30-Jun-06 USWD	Pro Forma Adjustments	Pro Forma Consolidated
Revenues	\$ 24,626	\$ 27,202	\$ —	\$ —	\$ 51,828
Operating expense:					
Cost of sales	20,674	19,576	—	—	40,250
Operating expenses	13,527	6,546	(1,105)	20	18,990
Impairment charge	1,200				1,200
Total Operating expenses	35,401	26,124	(1,105)	20	60,440
Loss from operations	(10,775)	1,078	(1,105)	(20)	(8,612)
Interest (other) expense, net	(2,302)	(133)	—	(79)	(2,514)
Net income (loss) before income	(13,077)	945	(1,105)	(99)	(11,126)
Provision for taxes	20	244		—	264
Net (loss)	\$ (13,097)	\$ 701	\$ (1,105)	\$ (99)	\$ (11,390)
Weighted average shares outstanding, basic and diluted	3,736		5,867		33,684
Basic and diluted net loss per	\$ (3.51)		\$ (0.19)		\$ (0.34)

StarVox Communications, Inc.
Unaudited Pro Forma Condensed Consolidated Balance Sheet
November 30, 2006
(in thousands except per share data)

	November 30, 2006 <u>StarVox</u>	September 30, 2006 <u>USWD</u>	<u>Pro Forma Adjustments</u>	<u>Pro Forma Consolidated</u>
Assets				
Current Assets:				
Cash and cash equivalents	\$ 1,780	\$ 954	\$ —	\$ 2,734
Accounts receivable, net	6,608	—	—	6,608
Loans receivable	—	3,500	(3,500)	—
Interest receivable	—	110	(20)	90
Due from related parties	—	15	—	—
Prepays and other current assets	1,004	45	—	1,049
Total current assets	<u>9,392</u>	<u>4,624</u>	<u>(3,520)</u>	<u>10,481</u>
Property and equipment, net of accumulated depreciation	3,937	—	—	3,937
Goodwill and intangible assets	13,156	—	—	13,156
Other assets	1,393	—	—	1,393
Total assets	<u>\$ 27,878</u>	<u>\$ 4,624</u>	<u>\$ (3,520)</u>	<u>\$ 28,982</u>
Liabilities, Convertible Preferred Stock and Stockholders' Deficit				
Current Liabilities				
Accounts payable and accrued liabilities	\$ 7,506	\$ 134	\$ —	\$ 7,640
Notes payable	7,575	—	—	7,575
Convertible notes payable	18,296	—	(3,500)	14,796
Related party note	198	—	—	198
Accrued interest on notes payable	1,298	—	(107)	1,191
Deferred revenue	1,627	—	—	1,627
Total current liabilities	<u>36,500</u>	<u>134</u>	<u>(3,607)</u>	<u>33,027</u>
Total liabilities	<u>36,500</u>	<u>134</u>	<u>(3,607)</u>	<u>33,027</u>
Convertible preferred stock				
Series A	7,925	—	—	7,925
Series A - 1	950	—	—	950
Stockholders' Equity (Deficit)				
Common stock	4	95	—	99
Additional paid-in-capital	2,615	5,739	67	8,441
Accumulated deficit	(20,068)	(1,344)	—	(21,412)
Treasury stock	(48)	—	—	(48)
Total stockholders equity (deficit)	<u>(8,622)</u>	<u>4,490</u>	<u>67</u>	<u>(4,045)</u>
Total Liabilities, Convertible Preferred Stock and Stockholders' (Deficit)	<u>\$ 27,878</u>	<u>\$ 4,624</u>	<u>\$ (3,520)</u>	<u>\$ 28,982</u>

Starvox Communications, Inc.
Unaudited Condensed Consolidated Statements of Operations
(in thousands except per share data)

	Three Months Ended May 31,		Nine Months Ended May 31,	
	2006	2007	2006	2007
Revenues	\$ 4,800	\$ 8,491	\$ 12,239	\$ 32,115
Operating expenses:				
Cost of sales	5,887	4,977	15,568	20,883
Operating expenses:	656	7,641	2,149	20,506
Depreciation and amortization	70	841	249	2,502
Fas 123 R expense		35		168
Impairment charge				26
Total operating expenses	6,613	13,494	17,966	44,085
Loss from operations	(1,813)	(5,003)	(5,727)	(11,970)
Other expense (income)				
Interest and warrant amortization expense	166	602	305	4,593
Other expense (income), net	12	(2)	62	(3)
Gain (loss) sale of assets		(18)		(18)
Total other expense	178	582	367	4,572
Net loss before taxes	(1,991)	(5,585)	(6,094)	(16,542)
Provision for taxes	16		16	18
Net loss	\$ (2,007)	\$ (5,585)	\$ (6,110)	\$ (16,560)
Basic and diluted net loss per common share	(\$0.46)	(\$0.48)	(\$1.47)	(\$1.58)
Weighted average shares used in computing basic and diluted net loss per share	4,328,370	11,572,576	4,154,359	10,509,260
Basic and diluted net loss per common share as if the merger had occurred	(\$0.24)		(\$1.04)	
Weighted average shares used in computing basic and diluted net loss per share as if the merger had occurred	8,486,143		5,877,386	

Starvox Communications, Inc.
Condensed Consolidated Balance Sheets
(in thousands)

	August 31, 2006	May 31, 2007 (unaudited)
Assets		
Current assets:		
Cash	\$ 1,386	\$ 881
Accounts receivable, net of allowance of \$664 and \$463, respectively	7,018	3,961
Prepaid expenses and other current assets	882	1,107
Total current assets	<u>9,286</u>	<u>5,949</u>
Property and equipment, net of accumulated depreciation	4,308	5,737
Intangible assets	6,271	4,726
Goodwill	7,426	7,400
Restricted cash and other assets	1,391	1,151
Total assets	<u>\$ 28,684</u>	<u>\$ 24,963</u>
Liabilities. Convertible Preferred Stock and Stockholders' Deficit		
Current liabilities:		
Line of credit	\$ 1,125	\$ -
Accounts payable	5,639	8,000
Accrued liabilities and other	3,476	5,534
Notes payable	3,500	-
Convertible notes payable	17,126	14,000
Deferred revenue	1,627	1,532
Related party payables	250	-
Total current liabilities	<u>32,743</u>	<u>29,066</u>
Capital lease obligations	-	1,389
Other long term liabilities	42	-
Total liabilities	<u>32,785</u>	<u>30,455</u>
Commitments and contingencies (see Note 12)		
Preferred stock	8,875	3
Stockholders' deficit:		
Common stock	4	121
Deferred stock compensation	(7)	
Additional paid-in capital	2,619	29,381
Accumulated deficit	(15,545)	(34,997)
Total stockholders' deficit:	<u>(47)</u>	<u></u>
Total convertible preferred stock and stockholders' deficit	<u>(12,976)</u>	<u>(5,495)</u>
Total liabilities, convertible preferred stock and stockholders' deficit	<u>(4,101)</u>	<u>(5,492)</u>
	<u>\$ 28,684</u>	<u>\$ 24,963</u>

StarVox Communications, Inc.
Consolidated Statements of Convertible Preferred Stock and
Stockholders' Deficit

(in thousands, except share and per share data)

	Nine Months Ended May 31,	
	2006	2007
Cash Flows from Operating Activities:		
Net Loss	\$ (6,110)	\$ (16,560)
Adjustments to reconcile net loss to net cash used in Operating Activities:		
Depreciation and amortization	227	2,502
Impairment or writedown of assets	1,017	26
Non-cash stock based compensation expense		170
Non-cash interest expense		4,136
Gain on sale of property & building		(18)
Changes on operating assets and liabilities:		
Accounts receivable	(1,105)	3,058
Prepaid expenses and other current assets	(67)	(225)
Restricted Cash	(11,000)	240
Accounts payable	763	2,361
Accrued liabilities and other	403	108
Deferred revenue		(95)
Net cash used in operating activities	<u>(15,872)</u>	<u>(4,297)</u>
Cash flows from Investing Activities:		
Purchase of property and equipment	(1,525)	(541)
Proceeds from sale of property and equipment		500
Cash paid for acquisitions, net of cash acquired	(40)	
Net cash used in investing activities	<u>(1,565)</u>	<u>(41)</u>
Cash flows from Financing Activities:		
Borrowings (payments) on line of credit	1,020	(1,125)
Payments under capital lease		(186)
Payments of secured promissory notes		(448)
Payments of other long term liabilities		(42)
Proceeds from the issuance of senior notes payable	300	
Proceeds from the issuance of convertible notes	13,608	150
Proceeds from issuance of unsecured demand promissory notes		5,484
Proceeds from issuance of preferred stock, net of issuance costs	3,553	
Repurchase of common stock	(52)	
Net cash provided by financing activities	<u>18,429</u>	<u>3,833</u>
Net (decrease) increase in cash and cash equivalents	992	(505)
Cash at beginning of period	210	1,386
Cash at end of period	<u>\$ 1,202</u>	<u>\$ 881</u>
Supplemental cash flow disclosure:		
Cash paid during the periods for:		
Interest	\$ -	\$ 151
Income taxes	\$ -	\$ 18
Noncash financing and investing activities:		
Property, plant and equipment obtained on capital lease	\$ -	\$ 2,326
Elimination of secured note payable thru reverse merger		\$ 3,052
Conversion of note payable and accrued interest to equity		\$ 10,204
Cashless exercise of warrants		\$ 3

Starvox Communications, Inc.**Unaudited Condensed Consolidated Statements of Operations**

(in thousands except per share data)

	Nine Months Ended May 31,	
	2006	2007
Revenues	\$ 12,239	\$ 32,115
Operating expenses:		
Cost of sales	15,568	20,883
Operating expenses:	2,149	20,506
Depreciation and amortization	249	2,502
Fas 123 R expense		168
Impairment charge		26
Total operating expenses	<u>17,966</u>	<u>44,085</u>
Loss from operations	(5,727)	(11,970)
Other expense (income)		
Interest and warrant amortization expense	305	4,593
Other expense (income), net	62	(3)
Gain (loss) sale of assets		(18)
Total other expense	<u>367</u>	<u>4,572</u>
Net loss before taxes	(6,094)	(16,542)
Provision for taxes	16	18
Net loss	<u>\$ (6,110)</u>	<u>\$ (16,560)</u>
Basic and diluted net loss per common share	<u>(\$1.47)</u>	<u>(\$1.58)</u>
Weighted average shares used in computing basic and diluted net loss per share	<u>4,154,359</u>	<u>10,509,260</u>
Basic and diluted net loss per common share as if the merger had occurred	<u>(\$1.04)</u>	
Weighted average shares used in computing basic and diluted net loss per share as if the merger had occurred	<u>5,877,386</u>	

Starvox Communications, Inc.**Unaudited Condensed Consolidated Statements of Operations**

(in thousands except per share data)

	Nine Months Ended May 31,	
	2006	2007
Revenues	\$ 12,239	\$ 32,115
Operating expenses:		
Cost of sales	15,568	20,883
Operating expenses:	2,149	20,506
Depreciation and amortization	249	2,502
Fas 123 R expense		168
Impairment charge		26
Total operating expenses	17,966	44,085
Loss from operations	(5,727)	(11,970)
Other expense (income)		
Interest and warrant amortization expense	305	4,593
Other expense (income), net	62	(3)
Gain (loss) sale of assets		(18)
Total other expense	367	4,572
Net loss before taxes	(6,094)	(16,542)
Provision for taxes	16	18
Net loss	\$ (6,110)	\$ (16,560)
Basic and diluted net loss per common share	<u>(\$1.47)</u>	<u>(\$1.58)</u>
Weighted average shares used in computing basic and diluted net loss per share	<u>4,154,359</u>	<u>10,509,260</u>
Basic and diluted net loss per common share as if the merger had occurred	<u>(\$1.04)</u>	
Weighted average shares used in computing basic and diluted net loss per share as if the merger had occurred	<u>5,877,386</u>	

StarVox Communications, Inc.

Consolidated Statements of Convertible Preferred Stock and Stockholders' Deficit

(in thousands, except share and per share data)

	Nine Months Ended	
	May 31,	
	<u>2006</u>	<u>2007</u>
Cash Flows from Operating Activities:		
Net Loss	\$ (6,110)	\$ (16,560)
Adjustments to reconcile net loss to net cash used in Operating Activities:		
Depreciation and amortization	227	2,502
Impairment or writedown of assets	1,017	26
Non-cash stock based compensation expense		170
Non-cash interest expense		4,136
Gain on sale of property & building		(18)
Changes on operating assets and liabilities:		
Accounts receivable	(1,105)	3,058
Prepaid expenses and other current assets	(67)	(225)
Restricted Cash	(11,000)	240
Accounts payable	763	2,361
Accrued liabilities and other	403	108
Deferred revenue		(95)
Net cash used in operating activities	<u>(15,872)</u>	<u>(4,297)</u>
Cash flows from Investing Activities:		
Purchase of property and equipment	(1,525)	(541)
Proceeds from sale of property and equipment		500
Cash paid for acquisitions, net of cash acquired	(40)	
Net cash used in investing activities	<u>(1,565)</u>	<u>(41)</u>
Cash flows from Financing Activities:		
Borrowings (payments) on line of credit	1,020	(1,125)
Payments under capital lease		(186)
Payments of secured promissory notes		(448)
Payments of other long term liabilities		(42)
Proceeds from the issuance of senior notes payable	300	
Proceeds from the issuance of convertible notes	13,608	150
Proceeds from issuance of unsecured demand promissory notes		5,484
Proceeds from issuance of preferred stock, net of issuance costs	3,553	
Repurchase of common stock	(52)	
Net cash provided by financing activities	<u>18,429</u>	<u>3,833</u>
Net (decrease) increase in cash and cash equivalents	992	(505)
Cash at beginning of period	210	1,386
Cash at end of period	<u>\$ 1,202</u>	<u>\$ 881</u>
Supplemental cash flow disclosure:		
Cash paid during the periods for:		
Interest	\$ -	\$ 151
Income taxes	\$ -	\$ 18
Noncash financing and investing activities:		
Property, plant and equipment obtained on capital lease	\$ -	\$ 2,326
Elimination of secured note payable thru reverse merger		\$ 3,052
Conversion of note payable and accrued interest to equity		\$ 10,204
Cashless exercise of warrants		\$ 3

EXHIBIT 4

**PRICE LIST
OF
STARVOX COMMUNICATIONS, INC.**

TITLE PAGE

Florida Price List No. 2

OF

STARVOX COMMUNICATIONS, INC.

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by StarVox Communications, Inc. with principal office at 2728 Orchard Parkway, San Jose, CA 95134. This Price List applies to services provided within the State of Florida. This Price List is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

Issued by:

Christopher McKee, Vice President & General Counsel
2728 Orchard Parkway
San Jose, CA 95134

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 rate sheet that are in effect on the date shown on each page.

Page	Revision	Page	Revision	Page	Revision	Page	Revision
1	Original*	41	Original*				
2	Original*	42	Original*				
3	Original*	43	Original*				
4	Original*	44	Original*				
5	Original*	45	Original*				
6	Original*	46	Original*				
7	Original*	47	Original*				
8	Original*	48	Original*				
9	Original*	49	Original*				
10	Original*	50	Original*				
11	Original*	51	Original*				
12	Original*	52	Original*				
13	Original*	53	Original*				
14	Original*	54	Original*				
15	Original*	55	Original*				
16	Original*	56	Original*				
17	Original*	57	Original*				
18	Original*	58	Original*				
18	Original*	59	Original*				
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32	Original*						
33	Original*						
34	Original*						
35	Original*						
36	Original*						
37	Original*						
38	Original*						
39	Original*						
40	Original*						

* - Indicates pages submitted with most recent filing.

Issued:

Effective:

Issued by:

Christopher McKee, Vice President & General Counsel
2728 Orchard Parkway
San Jose, CA 95134

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Issued:

Effective:

Issued by: Christopher McKee, Vice President & General Counsel
2728 Orchard Parkway
San Jose, CA 95134

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D Delete Or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From or To Another Price List Location
- N New
- R Change Resulting In A Reduction To a Customer's Bill
- T Change in Text Or Regulation But No Change In Rate Or Charge

Issued:

Effective:

Issued by:

Christopher McKee, Vice President & General Counsel
2728 Orchard Parkway
San Jose, CA 95134

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 sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the FPSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of 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 FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

Issued:

Effective:

Issued by:

Christopher McKee, Vice President & General Counsel
2728 Orchard Parkway
San Jose, CA 95134

EXCHANGE SERVICE LIST

StarVox Communications, Inc. ("StarVox") has included all of the exchanges in the BellSouth Telecommunications, Inc. d/b/a AT&T Florida, Verizon Florida, Inc. and Sprint-Florida (United Telephone and Centel) local exchange territory in Florida as the potential areas where alternative local exchange service is planned.

AT&T Florida exchanges (and corresponding AT&T Florida rate group number):

Archer (5)	Fernandina Beach (3)	Lynn Haven (5)
Baldwin (9)	Flagler Beach (3)	Marathon (3)
Bell Glade (3)	Ft. George (9)	Maxville (9)
Big Pine Key (E)	Ft. Lauderdale (12)	Melbourne (7)
Boca Raton (10)	Ft. Pierce (5)	Miami (12)
Boynton Beach (10)	Gainesville (6)	Micanopy (5)
Bronson (E)	Geneva (7)	Middleburg (9)
Brooksville (5)	Graceville (3)	Milton (6)
Bunnell (3)	Green Cove Springs (3)	Munson (6)
Cantonment (6)	Gulf Breeze (6)	Newberry (5)
Cedar Keys (1)	Havana (6)	New Smyrna Beach (4)
Century (6)	Hawthorne (5)	North Dade (12)
Chiefland (3)	Hobe Sound (6)	North Key Largo (3)
Chipley (3)	Holley-Navarre (6)	Oak Hill (4)
Cocoa (7)	Hollywood (12)	Old Town (2)
Cocoa Beach (7)	Homestead (12)	Orange Park (9)
Coral Springs (12)	Islamorada (4)	Orlando (11)
Cross City (2)	Jacksonville (10)	Oviedo (11)
Daytona Beach (6)	Jacksonville Beach (9)	Pace (6)
DeBary (5)	Jay (E)	Pahokee (3)
Deerfield Beach (12)	Jensen Beach (6)	Palatka (4)
Deland (5)	Julington (9)	Palm Coast (3)
DeLeon Springs (4)	Jupiter (9)	Panama City (5)
Delray Beach (8)	Key Largo (4)	Panama City Beach (5)
Dunnellon (6)	Keystone Heights (3)	Pensacola (7)
East Orange (11)	Key West (4)	Perrine (12)
Eau Gallie (7)	Lake City (4)	Pierson (4)

E – See BellSouth Telecommunications, Inc. d/b/a AT&T Florida General Subscriber Service Tariff.

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EXCHANGE SERVICE LIST, CONT'D.

BellSouth Telecommunications, Inc. d/b/a AT&T Florida exchanges (and corresponding AT&T Florida rate group number) – (continued):

Pomona Park (4)	Sebastian (6)	Vero Beach (5)
Pompano Beach (12)	Stuart (6)	Weekiwachee Springs (5)
Ponte Vedra Beach (9)	Sugarloaf Key (4)	Welaka (4)
Port St. Lucie (6)	Sunny Hills (3)	West Palm Beach (10)
St. Septemberine (4)	Titusville (5)	Yankeetown (4)
St. Johns (11)	Trenton (E)	Youngstown-Fountain (5)
Sanford (8)	Vernon (3)	Yulee (9)

Verizon Florida, Inc. exchanges (and corresponding Verizon Florida rate group number)

Bartow (4)	Mulberry (3)	Tampa – Central Area (5)
Bradenton (4)	Myakka (4)	Tampa – North Area (5)
Clearwater (5)	New Port Richey (3)	Tampa – East Area (5)
Englewood (2)	North Port (3)	Tampa – South Area (5)
Frostproof 91)	Palmetto (3)	Tampa – West Area (5)
Haines City (3)	Plant City (5)	Venice (4)
Hudson (3)	Polk City (3)	Winter Haven (4)
Indian Lake (1)	Sarasota (5)	Zephyrhills (2)
Lakeland (4)	St. Petersburg (5)	
Lake Wales (3)	Tarpon Springs (5)	

Sprint-Centel exchanges (and corresponding Sprint-Centel rate group number)

Alford (1)	Glendale (1)	Panacea (6)
Baker (2)	Grand Ridge (2)	Ponce de Leon 92)
Bonifay (1)	Greenville (6)	Reynolds Hill (1)
Cherry Lake (1)	Greenwood (2)	St. Marks (6)
Cottdale (2)	Kingsley Lake (2)	Santa Rosa Beach (4)
Crawfordville (6)	Lawtey (2)	Seagrove Beach (1)
Crestview (2)	Lee (1)	Shalimar (5)
DeFuniak Springs (2)	Madison (1)	Sneeds (2)
Destin (5)	Malone (2)	Sopchoppy (6)
Fort Walton Beach (5)	Marianna (3)	Starke (2)
Freeport (2)	Monticello (6)	Tallahassee (6)
	Valparaiso (5)	Westville (1)

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EXCHANGE SERVICE LIST, CONT'D.

Sprint-United exchanges (and corresponding Spring-United rate group number)

Apopka (6)	Howey-in-the-Hills (4)	Reedy Creek (6)
Arcadia (1)	Immokalee (1)	Saint Cloud (3)
Astor (4)	Inverness (3)	Salt Springs (4)
Avon Park (1)	Kenansville (3)	San Antonio (2)
Belleview (4)	Kissimmee (3)	Sanibel-Captiva Islands (5)
Beverly Hills (3)	LaBelle (1)	Sebring (2)
Boca Grande (1)	Lady Lake (5)	Silver Springs Shores (4)
Bonita Springs (5)	Lake Placid (1)	Spring Lake (2)
Bowling Green (1)	Leesburg (4)	Tavares (4)
Bushnell (1)	Lehigh Acres (4)	Trilachoochee (2)
Cape Coral (5)	Marco Island (4)	Umatilla (4)
Cape Haze (2)	Montverde (6)	Wachula (1)
Clermont (6)	Moore Haven (1)	West Kissimmee (3)
Clewiston (1)	Mount Dora (4)	Wildwood (1)
Crystal River (3)	Naples (4)	Williston (1)
Dade City (2)	North Cape Coral (5)	Windermere (6)
Eustis (4)	North Fort Myers (5)	Winter Garden (6)
Everglades (1)	North Naples (4)	Winter Park (6)
Forest (4)	Ocala (4)	Zolfo springs (1)
Fort Meade (3)	Ocklawaha (4)	
Fort Myers (5)	Okeechobee (1)	
Fort Myers Beach (5)	Orange City (3)	
Groveland (4)	Pine Island (5)	
Homosassa Springs (3)	Port Charlotte (3)	

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SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account – A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

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

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User – A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) – A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission – The Florida Public Service Commission.

Common Carrier – An authorized company or entity providing telecommunications services to the public.

Company – StarVox Communications, Inc., the issuer of this tariff.

Customer – The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Customer Premises – A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment – Terminal equipment provided by the Customer.

End Office – The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises – A location designated by the Customer for the purposes of connecting to the Company's services.

Holiday – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Interruption – The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

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. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC – Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Measured Charge – A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Message Toll Service – A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

MOU – Minutes of Use

Recurring Charges – Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Service – Any means of service offered herein or any combination thereof.

Service Order Form – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligation of the parties as set forth therein and pursuant to this tariff.

StarVox - StarVox Communications, Inc., issuer of this tariff.

Station – The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term Agreement – An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment – Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed – Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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SECTION 2 – REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 Service is furnished for telecommunications originating and terminating within the State of Florida under the terms and conditions of this tariff.
- 2.1.2 StarVox may offer these services over its own or resold facilities.
- 2.1.3 Carrier's services are available for use twenty-four hours per day, seven days per week.

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.4 The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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SECTION 2 – REGULATIONS, CONT'D.**2.3 Liability of the Company**

- 2.3.1** Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitation specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.3.2** The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representation, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or authorized User and the sole liability of the company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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SECTION 2 – REGULATIONS, CONT'D.

2.3 Liability of the Company, Cont'd.

- 2.3.3** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but no limited to: acts of God, fire, flood or other catastrophes; any lay, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.4** The Company shall not be liable for any act of omission by any entity furnishing to the Company or to the company's Customers services or equipment used for or with the services the Company offers.
- 2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.3.6** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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SECTION 2 – REGULATIONS, CONT'D.**2.3 Liability of the Company, Cont'd.**

- 2.3.7** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.3.8** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 2.3.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- 2.3.10** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- 2.3.11** The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

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SECTION 2 – REGULATIONS, CONT'D.**2.3 Liability of the Company, Cont'd.**

- 2.3.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.3.13** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.
- 2.3.14** The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the company for any such infringement, damages, or other claims.

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SECTION 2 – REGULATIONS, CONT'D.**2.3 Liability of the Company, Cont'd.**

2.3.15 The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

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SECTION 2 – REGULATIONS, CONT'D.**2.4 Prohibited Uses**

- 2.4.1** 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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.4.2** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer 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.
- 2.4.3** A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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SECTION 2 – REGULATIONS, CONT'D.**2.5 Limitation of Service**

- 2.5.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.5.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.5.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.5.4** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the company's services and equipment, 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.

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SECTION 2 – REGULATIONS, CONT'D.**2.6 Application for Services**

2.6.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.6.2 Cancellation of application of Service

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

2.6.3 Cancellation of Service

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.7 Assignment or Transfer

2.7.1 All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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SECTION 2 – REGULATIONS, CONT'D.**2.8 Deposits**

The Company does not require Customer deposits.

2.9 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. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes in addition to normal telecommunications charges, including, but no limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices and are not include in the quoted rates.

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SECTION 2 – REGULATIONS, CONT'D.

2.11 Notices

2.11.1 Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

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SECTION 2 – REGULATIONS, CONT'D.**2.12 Billing and Payment**

- 2.12.1** The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any regulated sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service, as provided for in this tariff and in accordance with Commission rules, without incurring any liability.
- 2.12.2** Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 30 days after the bill is rendered.
- 2.12.3** The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.
- 2.12.4** Recurring Monthly Charges
- A.** Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.
 - B.** For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.
- 2.12.5** Nonrecurring Charges
- Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.
- 2.12.6** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a financial institution refuses to honor.

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SECTION 2 – REGULATIONS, CONT'D.**2.13 Discontinuance or Interruption of Service by the Carrier**

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished:

- 2.13.1** For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation, or noncompliance with or violation of any Commission regulation.
- 2.13.2** For noncompliance with any of the provisions of this tariff governing service.
- 2.13.3** In the event of the Customer's use of service in such a manner as to adversely affect the Carrier's equipment or service to others.
- 2.13.4** In the event of unauthorized or fraudulent use of service.
- 2.13.5** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Carrier from furnishing service to the Customer.
- 2.13.6** In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of the Carrier's equipment and facilities.

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SECTION 2 – REGULATIONS, CONT'D.

2.13 Discontinuance or Interruption of Service by the Carrier, Cont'd.

- 2.13.7** The Carrier reserves the right to limit the duration of a connection or the provision of service when necessary because of a shortage of service components caused by emergency conditions as defined in the Rules and Regulations of the Florida Public Service Commission.
- 2.13.8** Discontinuance of service shall be in accordance with the Rules and Regulations of the Florida Public Service Commission.
- 2.13.9** The Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind to any party. The Carrier may suspend service after notice to the Customer of noncompliance with any provision of this tariff if such noncompliance is not corrected within thirty (30) days following the receipt of notice.
- 2.13.10** The Carrier may discontinue service for nonpayment of any regulated sum due to Carrier for more than 30 days beyond the rendition of the bill for such service pursuant to the Rules and Regulations of the Florida Public Service Commission.

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SECTION 2 – REGULATIONS, CONT'D.**2.14 Customer Responsibility****A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 – REGULATIONS, CONT'D.**2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1** The Customer or Authorized User shall allow the company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.15.2** The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3** The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4** Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.15.5** The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or authorized User, except as the Company determines is necessary for proper operation in connection with the company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.

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SECTION 2 – REGULATIONS, CONT'D.**2.15 Service Connection and Equipment on Customer's Premises, Cont'd.**

- 2.15.6** The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.15.7** The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment upon receipt by the Customer of a Company invoice therefore. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.
- 2.15.8** The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:
- A. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
 - B. for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only accepted. The customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

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SECTION 2 – REGULATIONS, CONT'D.**2.15 Service Connection and Equipment on Customer's Premises, Cont'd.**

2.15.9 The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. 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. The Customer will submit to the company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such items(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.15.10 Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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SECTION 2 – REGULATIONS, CONT'D.**2.16 Obligations of the Customer**

The Customer shall be responsible for:

- 2.16.1** The payment of all applicable charges asset forth in this tariff.
- 2.16.2** Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.16.3** Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.16.4** Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the company-provided service or equipment, 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 session prior to accepting an order for service.

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SECTION 2 – REGULATIONS, CONT'D.**2.16 Obligations of the Customer, Cont'd.**

- 2.16.5** 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 services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous areas if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- 2.16.6** 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 services and equipment in any Customer or end-User Premise or the Rights-of-way for which the Customer or authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
- 2.16.7** Making company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowances will be made for the period during which service is interrupted for such purposes;
- 2.16.8** Keeping the Company's services and equipment locate don the Customer's or end-User's Premise or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.16.9** Customer-provided equipment on the Customer or end-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

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SECTION 2 – REGULATIONS, CONT'D.

2.16 Obligations of the Customer, Cont'd.

2.16.10 The Customer or authorized Use is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. 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 other persons.

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SECTION 2 – REGULATIONS, CONT'D.**2.17 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 tariff.

2.17.1 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 PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company PIN is a unique identifier 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 PIN 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 services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, 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 – REGULATIONS, CONT'D.**2.18 Maintenance and Testing**

2.18.1 Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the company's services and equipment in satisfactory operating condition.

2.18.2 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to company-provided services and equipment. 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 services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. 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 services, equipment, and personnel from harm.

2.19 Nonroutine Installation

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials 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.

2.20 Contracts

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customer that places an order within 30 days of their effective date. ICB contracts are subject to Commission review.

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SECTION 2 – REGULATIONS, CONT'D.**2.21 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.20.1 for the part of the service that the interruption affects.

2.21.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. 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 rate sheet.
- 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.

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SECTION 2 – REGULATIONS, CONT'D.

2.21 Allowances for Interruptions in Service, Cont'd.

2.21.2 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 rate sheet 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;
- D.** During any period in which the company is not given full and free access to its facilities and equipment for he purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.20.3), or utilize another service provider;
- F.** During any period when the customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 – REGULATIONS, CONT'D.**2.21 Allowances for Interruption in Service, Cont'd.****2.21.3 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.

2.21.4 Application of Credits for Interruption in Service

- A.** Credits for interruption 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 gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 – REGULATIONS, CONT'D.

2.21 Allowances for Interruptions in Service, Cont'd.

2.21.4 Application of Credits for Interruption in Service, Cont'd.

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less then 72 hours will be credited 1/5 day for each 3-hour period or fractin thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

2.21.5 Cancellation For Service Interruption

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

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SECTION 3 – RESERVED FOR FUTURE USE

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SECTION 4 – BASIC SERVICES AND RATES

4.1 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:

4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.

4.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

4.1.3 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.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

4.4 Local Exchange Service

4.4.1 General

The Company offers Local Service to business customers. Voice Mail and other Custom Calling Features are available to Local Service customers by selecting such services a la carte or in bundled packages.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

A. Primary Line

The initial local exchange access line per account.

B. Secondary Line

The second or additional local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**4.5 Local Dialtone Service****4.5.1 General**

The Company offers local dialtone service to customers in the Exchange Areas listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

4.5.2 Rates

Service Connection Fee, one-time charge per line:	
Primary Line	\$19.95
Secondary Line	\$29.95
Monthly Rate	
Primary Line	\$34.95
Secondary Line	\$34.95

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

4.6 Basic Local Service Package

4.6.1 General

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller’s number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer 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.

4.6.2 Rates

Service Connection Fee, one-time charge per line:		
Primary Line		\$29.95
Secondary Line		\$39.95
Monthly Rate		
Primary Line		\$44.95
Secondary Line		\$44.95

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES**5.1 Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

5.1.1 Service Order Charges

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.1 Service Order and Change Charges (Cont'd)****5.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.1 Service Order and Change Charges (Cont'd)****5.1.3 Rates**

<u>Service Order Charges</u>	<u>Charge</u>
Primary Service Connection Charge	*
Secondary Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$40.00
Transfer of Service Charge, Secondary Line	\$20.00
Technician Dispatch Charge	\$75.00
Service Order Charge	N/A
 <u>Change Order Service Charges</u>	
Custom Calling Feature Change Order	\$15.00
Telephone Number Change Order	\$5.00
Listing Change Charge	\$5.00

*Service Connection charges are listed with the rates for each specific service tariffed.

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.2 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.

	<u>Charge</u>
Per occasion	\$25.00

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.3 Reserved for Future Use

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.75

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.5 Custom Calling Features**

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

5.5.1 Feature Descriptions

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.5 Custom Calling Features****5.5.1 Feature Descriptions (Cont'd)**

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer 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.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Selective Call Rejection – Allows you to refuse calls from selected list of numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.5 Custom Calling Features

5.5.2 Rates

FEATURE	RATE	BILLED
Call Forwarding	\$3.50	MRC
Speed Calling	\$3.50	MRC
Caller ID	\$7.95	MRC
Caller ID with Name	\$10.95	MRC
Call Trace	\$0.50	Per use
Call Blocking	\$2.50	MRC
Call Waiting	\$4.50	MRC
Call Waiting with Caller ID with Name	\$12.95	MRC
Three Way Calling	\$4.25 \$0.75	MRC Per use
Last Call Return (*69)	\$4.40 \$0.75	MRC Per use
Anonymous Call Rejection	\$2.50	MRC
Manual Call Rejection	\$0.85	Per use
Repeat/Auto Dial	\$0.50	Per use
Caller Identification Blocking	\$0.50	Per use
Per Call Blocking	No charge	
Per Line Blocking	No charge	

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont’d)

5.6 Directory Assistance and Operator Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

5.6.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

A. Exemptions

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user’s handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of “0.” Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

B. Allowances

There are no call allowances for Directory Assistance Service.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.6 Directory Assistance and Operator Services (Cont'd)****5.6.2 Directory Assistance Rates**

	<u>Per Use Charge</u>
Direct dialed, local	\$0.85

5.6.3 Operator Service Rates

The Company provides operator services to its customers pursuant to agreement with a third-party operator services provider. The following per call surcharges apply to all calls requesting Company's operator services assistance.

	<u>Per Use Surcharge</u>
Station-to-station, local	\$0.85
Person-to-person, local	\$2.50

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.7 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

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SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service

5.8.1 General

The following rates and regulations 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.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

5.8.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line and each joint user.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.8 Directory Listing Service (Cont'd)****5.8.2 Listings (Cont'd)****B. Additional Listings**

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.8 Directory Listing Service (Cont'd)****5.8.2 Listings (Cont'd)****C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save 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.

D. Nonlisted Service

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

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save 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 nonlisted service.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.8 Directory Listing Service (Cont'd)

5.8.3 Rates and Charges

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	\$0.75
Nonpublished Service	\$1.50
Nonlisted Service	\$1.00
Alternate Listings	\$0.75

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.9 Carrier Presubscription****5.9.1 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.

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