

MILLER ISAR INC.

TRUSTED ADVISORS

ANDREW O. ISAR

4423 POINT FOSDICK DRIVE, NW
SUITE 306
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 866.474.3630
WWW.MILLERISAR.COM

110242-TX

Via Overnight Delivery

August 8, 2011

Ms. Blanca Bayó
Division of The Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Dear Ms. Bayó:

Enclosed for filing with the Florida Public Service Commission ("Commission") are an original and two (2) copies of Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet's ("DISH") *Application Form to Provide Competitive Local Exchange Telecommunications Company Service Within the State of Florida* ("Application"). By its Application DISH, respectfully requests facilities-based local exchange and exchange access authority in Florida. DISH will also provide non-facilities-based interexchange services in Florida. Pursuant to the 2011 Regulatory Reform Act and Commission's June 15, 2011 letter regarding *Notification of Deregulation of Interexchange Telecommunications Services, and Final Reporting and Payment of Regulatory Assessment Fees*, no interexchange registration or tariff is provided. A \$400.00 check payable to the Commission applicable to the Company's Application is also attached.

Exhibit C to the Company's Application contains proprietary financial information deemed confidential. DISH respectfully requests that the attached proprietary financial statements be treated as confidential. A single copy of Applicant's confidential financial statements has been submitted under confidential seal consistent with Commission procedures, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose. Questions concerning this filing may be directed to the undersigned.

Sincerely,

COM _____ MILLER ISAR, INC.
APA _____
ECR _____
GCL _____
RAD Regulatory Consultants to
SSC _____ Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet
ADM _____ Enclosures
OPC _____
CLK N.G.

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

Initials of person who forwarded check

[Handwritten initials]

11 AUG -9 AM 10:11

RECEIVED

DOCUMENT NUMBER-DATE

05601 AUG-9 =

FPSC-COMMISSION CLERK

FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF REGULATORY ANALYSIS

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 one copy of this form along with a non-refundable application fee of **\$400.00** to:

**Florida Public Service Commission
Office of Commission Clerk
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 Regulatory Analysis
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: Liberty-Bell Telecom, LLC dba DISH Network Phone &

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

Liberty-Bell Telecom, LLC dba DISH Network Phone &

4. Official mailing address:

Street/Post Office Box: 2460 West 26th Avenue, Suite #380-C, ,
City: Denver
State: Colorado
Zip: 80211

5. Florida address:

Street/Post Office Box: Applicant will not maintain offices in Florida
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: Inapplicable

9. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: M11000002906

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: G11000055479

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

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): 72-1557371

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

(a) The application:

Name: Andrew O. Isar
Title: Regulatory Consultant, Miller Isar, Inc.
Street name & number: 4423 Point Fosdick Drive NW, Suite 306
Post office box:
City: Gig Harbor
State: WA
Zip: 98335
Telephone No.: 253.851.6700
Fax No.: 866.474.3630
E-Mail Address: aisar@millerisar.com
Website Address: millerisar@millerisar.com

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

Name: Nigel Alexander
Title: Chief Executive Officer
Street name & number: 2460 West 26th Avenue, Suite #380-C
Post office box:
City: Denver
State: Colorado
Zip: 80211
Telephone No.: 303.831.1977
Fax No.: 303.831.1988
E-Mail Address: nalexander@libertybelltelecom.com
Website Address: <http://www.libertybelltelecom.com/> or
<http://bundles.dish.com>

(c) Complaints/Inquiries from customers:

Name: Christina Neher
Title: Chief Operating Officer
Street/Post Office Box: 2460 West 26th Avenue, Suite #380-C
City: Denver
State: Colorado
Zip: 80211
Telephone No.: 303.831.1977
Fax No.: 303.831.1988
E-Mail Address: cneher@libertybelltelecom.com
Website Address: <http://www.libertybelltelecom.com>

16. List the states in which the applicant:

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

Applicant operates as a Competitive Local Exchange Telecommunications Company in the States of: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

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

Applicant has no pending applications to be certificated as a Competitive Local Exchange Telecommunications Company. Applicant is in the process of filing certifications in all additional states in the continental U.S.

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

Applicant is certificated to operate as a Competitive Local Exchange Telecommunications Company in the States of: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming .

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

Applicant has never been denied authority to operate as a Competitive Local Exchange Carrier or other telecommunications service provider.

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

On December 14, 2010, the Company entered into a consent decree with the Federal Communications Commission. (In the Matter of Liberty Bell LLC, File No. EB-10-1H-3832). The agreement resolved outstanding issues concerning regulatory approvals that had not been obtained for the purchase of Liberty Bell Telecom by MultiLink Telecom LLC; the securing of an international 214 license; and the transfer of shares by the majority owner in MultiLink. In addition to making a \$30,000 voluntary contribution to the United States Treasury, the Company agreed to designate a compliance officer, develop a compliance manual, conduct compliance training and file quarterly reports with the FCC. A copy of the Consent Decree is attached at Exhibit E.

(f) has been involved in civil court proceedings with an interexchange carrier,

FORM PSC/RAD 8 (5/08)
Commission Rule Nos. 25-24.810,
and 25-24.815

Note: To complete this interactive form Required
by using your computer, use the tab key to
navigate between data entry fields.

local exchange company or other telecommunications entity, and the circumstances involved.

Applicant has not been the subject of 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.

No officer, director, or stockholder has been adjudged bankrupt, mentally incompetent, nor been found guilty of any felony or 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.

No officer, director, or stockholder has 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.

No officer, director, or stockholder is an officer, director, partner or stockholder in any other 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.

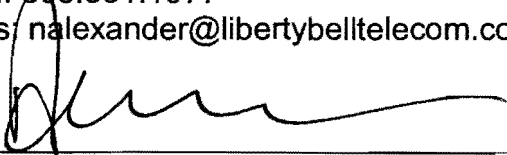
RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of competitive local exchange telecommunications company (CLEC) service in Florida.

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: Nigel Alexander
Title: Chief Executive Officer
Telephone No.: 303.831.1977
E-Mail Address: nalexander@libertybelltelecom.com

Signature:  _____

Date: 8/2/2011

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

LISTING OF EXHIBITS

EXHIBIT	ITEM
A	Evidence of Managerial Capability
B	Technical Capability
C	Confidential Financial Statements
D	Evidence of Authority to Transact Business in Florida
E	FCC Consent Decree
F	Proposed Florida Telecommunications Price List

EXHIBIT A
Evidence of Managerial Capability
(Attached)

MANAGEMENT EXPERIENCE

Applicant's senior officers possess the managerial and technical capability to effectively provide reliable telecommunications service, as demonstrated below. Applicant's senior management team has successfully provided telecommunications services to the public for more than a decade.

Nigel Alexander, President and Chief Executive Officer

Mr. Alexander became the President and CEO of Liberty-Bell in 2006 following its acquisition by Multi-Link Telecom (now known as Liberty-Bell LLC), a messaging services company he co-founded in 1995 and has operated since that time.

During the past 5 years of managing Liberty-Bell, the company has expanded its customer base substantially and its geographic reach from one state (CO) to 14 States.

As a well as operating successfully as a regulated Competitive Local Exchange Carrier, Liberty-Bell has completed several customer base acquisitions which required state and Federal approvals.

Mr. Alexander has a degree in Banking and Finance as well as over 15 years experience leading organizations in that industry. As such, he has a strong accounting and reporting background which is well suited to operating in a regulated environment such as telecommunications.

Christina Neher – Chief Operating Officer

Ms. Neher became the Chief Operating Officer of Liberty-Bell in 2006 when it was acquired by Multi-Link Telecom (now known as Liberty-Bell LLC) a messaging services company.

During the past 5 years of managing Liberty-Bell, the company has expanded its customer base substantially and its geographic reach from one state (CO) to 14 States. As a well as operating successfully as a regulated Competitive Local Exchange Carrier, Liberty-Bell has completed several customer base acquisitions which required state and Federal approvals.

Prior to joining Multi-Link in 1999, Ms. Neher served as the Vice President of Operations for Hellyer Communications, a provider of unregulated telecommunications services in Indiana.

EMPLOYEES

Liberty-Bell employs 30 people on a full time basis. Liberty Bell is well prepared with staff in provisioning, installation, customer support and technicians on call 24 hours a day 7 days a week. The Company's experienced staff currently supports more than 10,000 existing clients. 7 days a week. The Company's experienced staff currently supports more than 10,000 existing clients.

EXHIBIT B
Technical Capability

Applicant's primary technical capability relies primarily upon the technical network capability of its underlying carrier(s), through the lease of unbundled network elements. Applicant maintains a dedicated in-house customer service organization that has long-standing customer support experience. Applicant's managerial team also has long-standing industry experience and more than a decade of experience in providing reliable telecommunications services in California and elsewhere.

EXHIBIT C
Confidential Financial Statements

(Attached)

PLEASE TAKE NOTICE THAT the Applicant considers its financial statements, consisting of income statement, balance sheet, and statement of retained earnings herein, to be proprietary and confidential. The data contained in these documents reveal the size, nature, and scope of the Applicant's business and financial operations to competitors and potential competitors. Therefore, the Applicant requests that the Commission treat the Applicant's financial information as proprietary to maintain the confidentiality of the data contained therein. Applicant submits this financial information under protective seal, accordingly. Applicant requests further that the confidentiality of the enclosed proprietary statements be retained only until determined no longer necessary for retention by the Commission, and then destroyed. Applicant's financial statements are unaudited. The attached Verification attests to the accuracy of the attached statements.

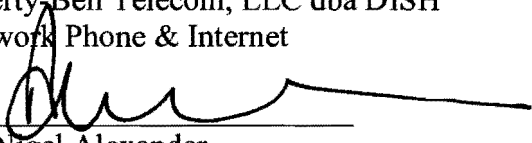
VERIFICATION OF FINANCIAL STATEMENTS

State of COLORADO)
) ss.
County of DENVER)

I, Nigel Alexander, being first duly sworn, state that I am Chief Executive Officer of Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet and that, under penalty of perjury under the laws of the State of Colorado, state and aver that the attached unaudited financial statements are accurate and true, to the best of my knowledge.

Dated this 2nd day of August, 2011.

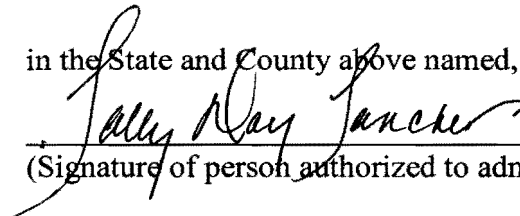
Liberty Bell Telecom, LLC dba DISH
Network Phone & Internet

By: 
Nigel Alexander
Chief Executive Officer
2460 West 26th Avenue, Suite #380-C
Denver, Colorado 80211
Telephone: 303.831.1977

Subscribed and sworn to before me, a Notary Public

Sally Day Sanchez
(Title of Person authorized to administer oaths)

in the State and County above named, this 2nd day of August, 2011.


(Signature of person authorized to administer oath)

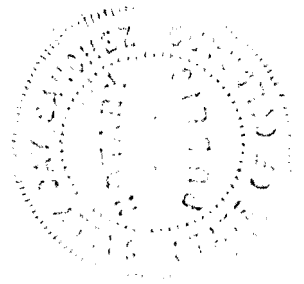


EXHIBIT D
Evidence of Authority to Transact Business in Florida
(Attached)



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 8, 2011

CSC
ATTN: TROY TODD

Qualification documents for LIBERTY BELL TELECOM, LLC were filed on June 8, 2011, and assigned document number M11000002906. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Carolyn Lewis
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 711A00014005

Account number: I20000000195

Amount charged: 125.00

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Liberty Bell Telecom, L.L.C.
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must include "Limited Liability Company," "L.L.C.," "LLC.")

2. Colorado
(Jurisdiction under the law of which foreign limited liability company is organized)
3. 14-1845442
(FEI number, if applicable)

4. February 27, 2003
(Date of Organization)
5. Perpetual
(Duration: Year limited liability company will cease to exist or "perpetual")

6.
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 2460 W. 26th Ave., Suite 380-C
Denver, CO 80211
(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here [X]

9. The name and usual business addresses of the managing members or managers are as follows:
Nigel Alexander 2460 W. 26th Ave., Suite 380-C, Denver, CO 80211

2011 JUN - 8 AM 10:20
FILED
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (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.)

11. Nature of business or purposes to be conducted or promoted in Florida: Telecommunications

[Handwritten Signature]

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Nigel Alexander

Typed or printed name of signee

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LIBERTY BELL TELECOM, LLC

is a **Limited Liability Company** formed or registered on 02/27/2003 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20031065277.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/02/2011 that have been posted, and by documents delivered to this office electronically through 06/06/2011 @ 17:09:51.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 06/06/2011 @ 17:09:51 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7963395.



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 8, 2011

DISH NETWORK PHONE & INTERNET
2460 W.26TH AVE,SUITE 380-C
DENVER, CO 80211

Subject: **DISH NETWORK PHONE & INTERNET**

REGISTRATION NUMBER: **G11000055479**

This will acknowledge the filing of the above fictitious name registration which was registered on June 8, 2011. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

If the mailing address of this business changes, please notify this office in writing, or through the link provided on our website www.sunbiz.org for Address & FEI/EIN Changes. Please reference the original registration number.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Marquitta Williams
Reinstatement Section
Division of Corporations

Letter No. 611A00014073

Account number: I20000000195 Account charged: 50.00

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

FL

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

FILED

11 JUN -8 PM 4:57

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Section 1

1. DISH Network Phone & Internet
 Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")
2460 W. 26th Ave., Suite 380-C

Mailing Address of Business
Denver, CO 80211
 City State Zip Code

3. Florida County of principal place of business: All
 (see instructions if more than one county)

FEI Number: 14-1845442

This space for office use only

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

1. Last First M.I. Address City State Zip Code

2. Last First M.I. Address City State Zip Code

B. Owner(s) of Fictitious Name If other than an Individual: (Use attachment if necessary):

1. Liberty Bell Telecom, L.L.C.
 Entity Name
2460 W. 26th Ave., Suite 380-C
 Address
Denver, CO 80211
 City State Zip Code
 Florida Document Number _____
 FEI Number: 14-1845442
 Applied for Not Applicable

2. Entity Name Address City State Zip Code Florida Document Number FEI Number: Applied for Not Applicable

Section 3

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath.

[Signature] June 2, 2011 regulatory@libertybelltelecom.com
 Signature of Owner Date E-mail address: (to be used for future renewal notification)

Phone Number: 303-831-1977

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
 FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name _____
 _____, which was registered on _____ and was assigned
 registration number _____

 Signature of Owner Date

 Signature of Owner Date

Mark the applicable boxes Certificate of Status — \$10 Certified Copy — \$30
NON-REFUNDABLE PROCESSING FEE: \$50

EXHIBIT E
FCC Consent Decree

(Attached)

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Edward S. Quill, Jr., Strategies Law Group, PLLC, 1002 Parker Street, Falls Church, Virginia 22046.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison
Chief, Enforcement Bureau

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of
Liberty-Bell Telecom, LLC
File No. EB-10-IH-3832
Acct. No. 201132080016
FRN No. 0010436087

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Liberty-Bell Telecom, LLC, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation of Liberty-Bell's conduct for possible violations of section 214(a) of the Communications Act of 1934, as amended, and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the rules, regarding authority to offer international common carrier communications services, and four transactions, including a substantial transfer of control of domestic section 214 authority, two substantial assignments of international section 214 authority, and a pro forma transfer of control of international section 214 authority.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq.
(b) "Adopting Order" or "Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion or modification.
(c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
(d) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
(e) "Compliance Plan" means the program described in this Consent Decree at paragraph 9.
(f) "Effective Date" means the date on which the Bureau releases the Adopting Order.

5 47 U.S.C. § 214(a).

6 47 C.F.R. §§ 63.01, 63.03, 63.04, 63.18 and 63.24.

(g) "Investigation" means the Bureau's investigation regarding whether Liberty-Bell violated section 214(a) of the Act and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the rules by (a) engaging in the unauthorized provision of international common carrier services, (b) completing substantial transfers of control and substantial assignments of section 214 authority without the requisite prior approval of the Commission, (c) failing to accurately disclose ownership information (including Nigel Alexander's ownership) in its applications relating to such transfers of control and assignments and for initial international section 214 authority, and (d) failing to timely notify the Commission of a *pro forma* transfer of control of section 214 authority.

(h) "Parties" means Liberty-Bell Telecom, LLC and the Enforcement Bureau of the Federal Communications Commission, and each a "Party."

(i) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

(j) "Liberty-Bell" or the "Company" means Liberty-Bell Telecom, LLC and its predecessors-in-interest and successors-in-interest.

II. BACKGROUND

3. Section 214(a) of the Act prohibits the construction, operation, or acquisition of lines for interstate or international common carrier communication without Commission authorization.⁷ Sections 63.18 and 63.24 of the Rules establish similar prohibitions regarding the provision of international common carrier service, and sections 63.01, 63.03 and 63.04 of the Rules establish similar provisions for the provision of domestic service.⁸ Section 63.24(f) provides that while *pro forma* transfers of control and assignments of international section 214 authority do not require Commission approval prior to consummation, the Commission must be notified no later than thirty days after the *pro forma* transaction is completed.⁹ This notification must provide information specified in the section 63.24(f)(2).¹⁰

4. Liberty-Bell is a non-facilities based reseller of domestic and international common carrier services. On September 13, 2006, Liberty-Bell was acquired by Multi-Link Telecom, LLC (later renamed Liberty-Bell, LLC). More than 43 months elapsed before Liberty-Bell applied for authorization for that transaction on May 6, 2010 (with respect to domestic section 214 authority) and May 24, 2010 (with respect to international section 214 authority). On October 17, 2008, Liberty-Bell consummated the assignment of customer assets from Affinity Telecom, Inc. Liberty-Bell filed an application for international section 214 authority nineteen months later on May 24, 2010. On September 24, 2009, Liberty-Bell consummated the assignment of customer assets from Impact Telecom, LLC. It filed an application for international section 214 authority eight months later on May 24, 2010. On September 21, 2009, Liberty-Bell consummated a *pro forma* transfer of control when the equity holdings of Nigel Alexander were reduced from fifty-six percent to forty-nine percent. Liberty-Bell informed the Commission of this *pro forma* transaction seven months later on May 24, 2010.

⁷ 47 U.S.C. § 214(a).

⁸ 47 C.F.R. §§ 63.01, 63.03, 63.04, 63.18 and 63.24.

⁹ 47 C.F.R. § 63.24(f).

¹⁰ 47 C.F.R. § 63.24(f)(2).

III. TERMS OF AGREEMENT

5. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order without change, addition, modification, or deletion.

6. **Jurisdiction.** Liberty-Bell agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree, and has the authority to enter into and adopt this Consent Decree.

7. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Bureau. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Bureau order, entitling the Bureau to exercise any rights and remedies attendant to the enforcement of a Bureau order.

8. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate its Investigation on the Effective Date. In consideration for the termination of the Investigation, Liberty-Bell agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in the Investigation through the Effective Date of the Consent Decree, or the existence of this Consent Decree, to institute, on its own motion, or refer to the Commission any new proceeding, formal or informal, or take on its own motion or refer to the Commission, any action against Liberty-Bell concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence it will not use the facts developed in the Investigation through the Effective Date of this Consent Decree, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to take on its own motion or refer to the Commission, any action against Liberty-Bell with respect to Liberty-Bell's basic qualifications, including its character qualifications to be a Commission licensee or to hold Commission authorizations.

9. **Compliance Plan.** Liberty-Bell agrees that it will implement a comprehensive Compliance Plan for purposes of ensuring its compliance with sections 214(a) of the Act and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Rules. The Compliance Plan shall include, at a minimum, the following components:

(a) **Compliance Officer.** Within 60 calendar days of the Effective Date, Liberty-Bell will designate a Compliance Officer who will administer the Compliance Plan, supervise Liberty-Bell's compliance with the Act and the Rules, and serve as the point of contact on behalf of Liberty-Bell for all FCC-related compliance matters.

(b) **Compliance Manual.** Within 60 calendar days of the Effective Date, the Compliance Officer will develop and distribute a Compliance Manual to employees and others who perform duties at Liberty-Bell that trigger or may trigger compliance-related responsibilities. The Compliance Manual will include (i) an overview of the Commission's requirements, including the need for prior approval for license assignments and transfers of control, and the requirements set forth in the Rules at issue in the Investigation; (ii) a description of the regulatory requirements applicable to the accurate reporting of information in FCC applications; and (iii) instructions regarding due diligence for FCC applications. The Compliance Manual will be updated from time to time, as needed.

(c) **Compliance Training Program.** Within 90 calendar days of the Effective Date, Liberty-Bell will begin administering a Compliance Training Program for employees and others who perform duties at Liberty-Bell that trigger or may trigger compliance-related responsibilities. This Compliance Training Program will be presented to new employees who are engaged in such activities, within the first 60 calendar days of employment. This Compliance Training Program will track the Compliance Manual, focusing on proper implementation of the Compliance Manual and tailored to specific user groups.

(d) **Compliance Reports.** Liberty-Bell will submit a Compliance Report to the Commission 90 days after the Effective Date and annually thereafter on the anniversary of the Effective Date until the Termination Date. Each Compliance Report will include a certification by the Compliance Officer, as an agent of and on behalf of Liberty-Bell, stating that he/she has personal knowledge that: (i) Liberty-Bell has established operating procedures intended to ensure compliance with the terms and conditions of this Consent Decree and with Section 214(a) of the Act, and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Rules, together with an accompanying statement explaining the basis for the certification; (ii) Liberty-Bell has been utilizing those procedures since the previous Compliance Report was submitted; and (iii) the Compliance Officer is not aware of any instances of non-compliance with the Consent Decree or those specified sections of the Act and the Rules. The certification must comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein. If the Compliance Officer cannot provide the requisite certification, he/she shall provide the Commission with a detailed explanation of: (i) any instances of non-compliance with this Consent Decree and those specified sections of the Act and the Rules, and (ii) the steps that Liberty-Bell has taken or will take to remedy each instance of non-compliance and ensure future compliance, and the schedule on which proposed remedial actions will be taken. All Compliance Reports shall be directed to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554.

(e) **Termination.** The requirements relating to the Compliance Plan shall expire 36 months after the Effective Date.

10. **Voluntary Contribution.** Liberty-Bell agrees that it will make a voluntary contribution to the United States Treasury in the amount of \$30,000.00. The payment shall be made within 30 days after the Effective Date of the Adopting Order. The payment shall be made by check or similar instrument, payable to the Order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced in the caption to the Adopting Order. Payment by check or money order may be mailed to the Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank - Government Lockbox # 979088 SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. Liberty-Bell will also send electronic notification within 48 hours of the date payment is made to Hillary.DeNigro@fcc.gov and to Robert.Krinsky@fcc.gov.

11. **Waivers.** Liberty-Bell agrees to waive any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Consent Decree is adopted without change, addition, modification, or deletion. Liberty-Bell shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party, or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Adopting Order, neither Liberty-Bell nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Liberty-Bell shall waive any statutory right to a trial *de novo*. Liberty-Bell hereby agrees to waive

any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

12. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which Liberty-Bell does not expressly consent) that provision shall be superseded by such Commission rule or Order.

13. **Successors and Assigns.** Liberty-Bell agrees that the terms and conditions of this Consent Decree shall be binding on its successors, assigns, and transferees with respect to Liberty-Bell's operations.

14. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act or the Commission's Rules and Orders.

15. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

16. **Paragraph Headings.** The headings of the Paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

17. **Authorized Representative.** Each party represents and warrants to the other that it has full power and authority to enter into this Consent Decree.

18. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

By: _____
P. Michele Ellison
Chief, Enforcement Bureau
Federal Communications Commission

By: _____
Nigel Alexander
Manager
Liberty-Bell Telecom, LLC

Date: _____

Date: _____

EXHIBIT F
Proposed Florida Telecommunications Price List
(Attached)

FLORIDA TELECOMMUNICATIONS PRICE LIST

Regulations and Schedule of Charges Applying to
Competitive Local Exchange
Telecommunications Services
in the State of Florida

Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet

2460 West 26th Avenue
Suite #380-C
Denver, CO 80211

Price List ("Price List") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications Services provided by Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet ("Company") within the State of Florida. This Price List is on file with the Florida Public Service Commission ("Commission"). This Price List may also be inspected during normal business hours at Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet's principal place of business at 2460 West 26th Avenue, Suite #380-C, Denver, CO 80211.

Issued:

Effective:

Issued By:

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CHECK SHEET

Sheets 1 through 72 of this Price List are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed. An asterisk (*) appearing next to the Sheet Version indicates revisions made in a given filing.

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	35	Original	69	Original
2	Original	36	Original	70	Original
3	Original	37	Original	71	Original
4	Original	38	Original	72	Original
5	Original	39	Original		
6	Original	40	Original		
7	Original	41	Original		
8	Original	42	Original		
9	Original	43	Original		
10	Original	44	Original		
11	Original	45	Original		
12	Original	46	Original		
13	Original	47	Original		
14	Original	48	Original		
15	Original	49	Original		
16	Original	50	Original		
17	Original	51	Original		
18	Original	52	Original		
19	Original	53	Original		
20	Original	54	Original		
21	Original	55	Original		
22	Original	56	Original		
23	Original	57	Original		
24	Original	58	Original		
25	Original	59	Original		
26	Original	60	Original		
27	Original	61	Original		
28	Original	62	Original		
29	Original	63	Original		
30	Original	64	Original		
31	Original	65	Original		
32	Original	66	Original		
33	Original	67	Original		
34	Original	68	Original		

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (D)** Delete Or Discontinue
- (I)** Change Resulting In An Increase To A Customer's Bill
- (M)** Moved From 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

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PRICE LIST FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, 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. 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Price List approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are five levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
- D. Check Sheets** - When a Price List filing is made with the Commission, 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 Authorized User should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

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APPLICATION OF PRICE LIST

- A.** This Price List schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by Company to Customers in the State of Florida, subject to availability.
- B.** Company has been granted Commission authority to provide Local Exchange Service statewide. Company provides Local Exchange Service in those areas served by BellSouth Telecommunications, Inc. (nka AT&T, Inc.) and CenturyLink, where Company has entered into interconnection agreements with the incumbent local exchange carrier. Company's Local Exchange Service area is consistent with the incumbent local exchange carrier as set forth in each company's respective local exchange Price List, which Company adopts as its own.
- C.** The rates and regulations contained in this Price List apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Price List does not cover any information service or other unregulated service offered by Company or its affiliates.
- D.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Price List (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Price List or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- F.** This Price List is governed and interpreted according to the Laws of Florida.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Price List are defined in this section. Other terms having reference only to a specific Service offered by Company may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Company for Services provided as set forth in this Price List.

Activation Fee: Non-recurring charges assessed at the establishment of a Service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service. Also see "End-User."

Local Exchange Service: Service that includes the following:

- * Single-party Service;
- * Voice grade access to the public switched network;
- * Support for local use;
- * Dual tone multifrequency signaling (touch-tone);
- * Access to emergency Services (911);
- * Access to operator Services;
- * Access to Interexchange Services;
- * Access to directory assistance; and
- * Toll limitation Services.

Called Station: The terminating point of a call (i.e., the called number).

Carrier: An entity certified by the Commission to provide telecommunications Services within the State of Florida.

Central Office: A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

Channel: A communications path between two or more points of termination.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Commission: The Florida Public Service Commission

Company: Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet ("Company"), the issuer of this Price List.

Customer: The person, firm, corporation or other entity which orders or uses the Company's services offered in this Price List and which is responsible for payment of charges in compliance with the regulations in this Price List, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Price List or who does not affirmatively consent to the use of the Company's services offered in this Price List.

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

Directory Listing: The publication in alphabetical directory published by an incumbent local exchange carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired individual or business.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

End User: Any person, firm, corporation, partnership or other entity that uses the Services of Company under the provisions and regulations of this Price List. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."

Exchange: A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Force Majeure: Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, 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 Company, or of any department, agency, commission, bureau, corporation related thereto.

Holidays: Any day which is a legally observed federal government holiday.

Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service.

Interexchange: Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User: An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Price List for such shared use.

LATA (Local Access and Transport Area): A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Price List F.C.C. No. 4 or its successor Price Lists.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier ("LEC"): A company that furnishes Local Exchange telecommunications Service.

Local Exchange Service: The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Local Exchange Service.

Local Exchange Service Area: The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of Company or of other telephone companies.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Premises: The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Service(s): The intrastate telecommunications Service(s) that Company offers as set forth in this Price List.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

2.1.1. Scope

- A. Company undertakes to furnish competitive Local Exchange communications Services within the State of Florida pursuant to the rates, terms and conditions set forth in this Price List.
- B. Customers and Authorized Users may use Services and Facilities provided under this Price List to obtain access to Services offered by other service providers. Company is responsible under this Price List only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to Company's network in order to originate or terminate its own services, or to communicate with its own customers.
- C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. Company does not transmit messages pursuant to this Price List, but its Services may be used for that purpose.
- E. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. At its sole discretion, the Company may employ third parties to perform any of its obligations under this Price List.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.2. Shortage of Equipment or Facilities

- A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company's control.
- B. The furnishing of Service under this Price List is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Price List; further, Customers will also be required to execute any other documents as may be reasonably requested by Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) calendar days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Price List prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination.
- D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company**

Because the Customer has exclusive control of its communications over the Services furnished by Company, and because interruptions and errors incident to these Services may be unavoidable, the Services are subject to the terms, conditions, and limitations specified in this Price List and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Price List.

- A. **Liability for Service Disruption** - The liability of Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.
- B. **Indemnification** - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
1. **Circumstances Beyond Company's Control** - Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, 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 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 of any military Commission; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

2. Acts of Other Entities - Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.
3. Acts of the Customer - Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from Company by the Customer.
4. Damage to Customer's Premises - Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Company's agents or employees.
5. Liability for Acts of Other Carriers or Companies - Company shall not be liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company - provided equipment been used.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

B. Indemnification, Continued

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - Company shall not be liable for violations of the obligations of the Customer under this Price List; or
9. Interruption - Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - Company shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Price List, so long as Company has complied with any applicable rules and regulation related thereto; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

B. Indemnification, Continued

- 13. Fees - Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company; or
- 14. Caller ID Blocking - Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,
- 15. Unauthorized Use - Company shall not be liable for any unauthorized use of the Service provided to Customer.

C. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- D. Service Installation and Operation - Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or 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, locations or use of Service furnished by Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- E. Notice of Temporary Disconnection - Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- F. Connection to Company's Network - Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, bandwidth, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, and personnel, or the quality of Service to other Customers, Company's may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company's may, upon written notice, terminate the Customer's Service without liability.
- G. EXPRESS AND IMPLIED WARRANTIES - COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service

With respect to emergency 911 Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service. In the event that the Company is providing an IP-Enabled Service, its liability, if any shall be limited by the provisions of the 911 NET Act (Pub. L. 110-283) as well as the protections of this Tariff and state law if applicable

2. NEITHER IS COMPANY RESPONSIBLE FOR ANY INFRINGEMENT NOR INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION OR USE OF EMERGENCY 911 SERVICE FEATURES AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY COMPANY INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS OR NAME ASSOCIATED WITH THE TELEPHONE USED BY THE PARTY OR PARTIES ACCESSING EMERGENCY 911 SERVICE, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF COMPANY,

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
 2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
 3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental Commission responsible for the Emergency 911 Service upon request of such government Commission. By subscribing to Service under this Price List, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Service-Affecting Activities**

Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.6. Provision of Equipment and Facilities

- A. Company shall 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 Price List. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company, except upon the written consent of Company.
- C. Company may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment that the Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by 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 Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

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

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

2.1.7. Non-Routine Installation

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

2.1.8. [Reserved for Future Use]

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.9. Ownership of Facilities

Title to all Facilities in accordance with this Price List remains in Company, its agents, wholesale partners or contractors.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2. Compliance Letter Required

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Price List will apply.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.5. Company-Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used Without Payment

The use of Company's Services either 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.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.10. Rights and Titles Remain with Company**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, price lists, Price Lists, and/or individual customer agreements.

2.2.12. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Price List and/or contract;
- B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- C. A charge of \$20.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.
- D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in this Price List.

2.3.4. Compliance with Law

The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this Price List and any Services contract between Customer and Company.

2.3.5. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

2.3.6. Relationship

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Price List gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Price List constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.7. Claims – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining Company-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted over Company's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by Company pursuant to this Price List.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.8. Company -Provided Equipment and Facilities**

- A. **Damage to Company Facilities or Equipment** - The Customer shall be responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.
- B. **Return of Equipment** - Customer will return to Company within five (5) business days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any replacement costs incurred by Company due to Customer's failure to comply with this Section.

2.3.9. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Price List.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.9. Resources and Rights of Way, Continued**

- C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

2.3.10. Working Conditions

- A. The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.
- B. The Customer shall be responsible for 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 Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

2.3.11. Liens or Encumbrances

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from Company.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.12. Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- C. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to Company -provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in Section 3 of this Price List) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications Carriers that are applicable to such connections. Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List.

2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Price List for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company -owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS**

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

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS****2.5.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Price List. This application for Service, where required by Company, together with the provisions of this Price List, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.
2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.
3. Company may refuse to establish Service if any of the following conditions exist:
 - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment; or
 - (b) A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities; or
 - (c) Applicant has failed to meet the credit criteria; or
 - (d) The Applicant is known to be in violation of Company's Price Lists filed with the Commission; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

A. Application for Service, Continued

3. Company may refuse to establish, Continued

- (e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by Company as a condition for providing Service; or
- (f) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or
- (g) Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Price List if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
- (h) The Service requested is not expressly offered under this Price List.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit**

1. Request for Service under this Price List will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, Company will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by Company.
4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company, the Applicant pays any past due bill and/or makes deposit arrangements suitable to Company.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which Company may refuse to provide or continue Service pursuant to applicable Commission regulations or State law.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit, Continued**

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:
 - (a) Company may require from any Customer or prospective Customer a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. Company may require separate deposits for different Services purchased by Customer, all of which must be paid before any service is installed.; or
 - (b) At any time during the term of the agreement the Customer exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Commission rule(s) and state laws, if applicable.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Payment for Service**

- A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. Taxes - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.
- C. Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.
- D. Return Check Charge - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Price List.

2.5.3. Billing and Collection of Charges

- A. The Company will comply with the provisions of Commission rules with respect to billing format and billing terms for Service. Company may issue a billing statement to a Customer in an electronic format only.
- B. Recurring charges are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.
- C. Billing is payable upon receipt and past due thirty (30) calendar days following the billing date. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will invoice Customer for applicable charges up to six (36) months or any period provided for under law, whichever is longer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.4. Advanced Payments

Company does not require advanced payments.

2.5.5. Deposits

Company does not require deposits.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills**

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by Company:

- A. Customer requests and Company will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Commission for its investigation and decision.

Company will respond to the Commission requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Commission.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due Date shown on the bill.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills, (Continued)

The address and telephone number of Commission:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
Telephone: 1.800.342.3552

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.5.9. The Issuance of Credit or Payments

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service Department at 855-347-3474 or in writing addressed to the attention of Company Customer Service at: 2460 West 26th Avenue, Suite #380-C, Denver, CO 80211. Billing escalation representatives are available to address inquiries during Company business hours from Monday through Friday 8 a.m. to 5 p.m. (MST).

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.
- C. A credit allowance will not be given unless otherwise specified in this Price List. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive calls because of a failure of a component furnished by Company under this Price List.
- D. If the Customer reports to Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including, but not limited, to the Customer.
- E. If Access Line is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. Company will not charge or collect any further rates for such service that was affected during the interruption of service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.2. Limitations of Allowances**

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

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Price List by, the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or
- D. During any period in which Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

2.6.3. Use of Another Means of Communications

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

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.4. Application of Credits for Interruptions in Service**

- A. Credits for interruptions in Service that are provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) calendar days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by Company as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. RESTORATION OF SERVICE**

- 2.7.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.7.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Price List; or as the Commission may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.
- 2.7.3.** When a Customer's Service has been disconnected in accordance with this Price List and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.
- 2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. USE OF CUSTOMER'S SERVICE BY OTHERS**

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY CUSTOMER

- 2.9.1.** Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.
- 2.9.2.** Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.
- 2.9.3.** Any cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY

2.10.1 Disconnection of Service Without Notice

Company may discontinue service to a Customer without notice under the following conditions:

- A. in the event of tampering with the Company's equipment;
- B. in the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
- C. in the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.2. Discontinuance of Service With Notice**

The company may discontinue service to a Customer under the following conditions after giving Customer fifteen (15) days (excluding Sundays and legal holidays) notice:

- A. for failure of the customer to pay a bill for service when due;
- B. for failure of the Customer to meet the Company's deposit and credit requirements;
- C. for failure of the Customer to make proper application for service;
- D. for Customer's violation of any of the company's rules on file with the Commission;
- E. for failure of the Customer to provide the Company reasonable access to its equipment and property;
- F. for Customer's breach of the contract for service between the Company and the Customer;
- G. for failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the utility as a condition of obtaining service; or
- H. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.
- I. If the Customer uses abusive or profane language or makes threats in conversations with Company personnel.

2.10.3. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.4. Payment Obligation up to Discontinuance of Service**

The discontinuance of Service(s) by Company pursuant to this Section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to Company set forth herein shall not be exclusive and Company shall at all times be entitled to all the rights available to it under law or equity.

2.11. NOTICES AND COMMUNICATIONS

2.11.1. The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

2.11.2. Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

2.11.3. All notices or other communications required to be given pursuant to this Price List will be in writing, unless otherwise requested by Customer.

2.11.4. Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12. FULL FORCE AND EFFECT

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

2.13. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911, telecommunications relay and Local Number Portability surcharges. Unless otherwise specified in this Price List, such taxes, fees and surcharges are in addition to rates as quoted in this Price List and will be itemized separately in Customer invoices.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. MISCELLANEOUS PROVISIONS

2.14.1. Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.

When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES AND CHARGES

All Services offered in this Price List are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Residential Services
Optional Calling Features
Directory Listing Services

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES AND CHARGES, Continued****3.1.2. Service Connection and Maintenance Charges****A. Service Connection Charges**

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Price List, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.
3. The charges specified in this Price List reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.
6. Trouble Isolation Charge – When Customers request that the Company dispatch a field technician and the Company then determines that the trouble is not in the Company network, or the issue is related to inside wiring or other Customer-related issue, Customer will be charged a Trouble Isolation Charge for the dispatch of the technician.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES****3.2.1 Local Exchange Service Territory**

Company's service territory within the State of Florida mirrors that of BellSouth Telecommunications d/b/a AT&T Florida and CenturyLink's exchange service territory for those CenturyLink companies with whom Company maintains an operating agreement.

3.2.2 Local Exchange Service

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.
- B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
1. Originate communications to other points on Company's underlying network;
 2. Receive communications from other points on Company's underlying network;
 3. Access Company's Services as set forth in this and other Company Price Lists;
 4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;
 5. Access Company's customer service for Service-related assistance;
 6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
 7. Access Operator-Assisted Calling Services; and
 8. Access Directory Assistance.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICES, Continued

3.2.2. Local Exchange Service, Continued

- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.
- D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

3.2.3. Business Services

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICES, Continued

3.2.4. Residential Services

Company provides the following package offering(s) to residential subscribers based on customer location and network availability:

Phone Service – consists of local switched access service and the following custom calling features based on customer location and network availability: Anonymous Call Rejection, Caller ID, Call Waiting, 3 Way Calling, Variable Call Forwarding, Selective Call Forwarding, Last Call Return, Caller ID Blocking, Message Waiting Indicator, No Answer Call Forwarding, Busy Call Forwarding and Voicemail*.

*This service not subject to the jurisdiction of the Commission.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES****3.3.1. Custom Calling Feature Descriptions**

Company offers the following custom calling features. Feature availability is based on Customer location and network availability.

- A. **Anonymous Call Rejection:** Permits the End-User to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement, and then terminated. The feature may be turned on or off by the End-User by dialing the appropriate feature control code.
- B. **Caller ID: Name and Number:** Permits the End-User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.
- C. **Call Forward:** Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature.
- D. **Call Forward: Busy Line:** Permits the forwarding of incoming calls when the End-User's line is busy. The forwarded number is fixed by the End-User Service order.
- E. **Call Forward: Don't Answer:** Permits the forwarding of incoming calls when the End-User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service order.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- F. Call Forward: Variable: Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature.
- G. Last Call Return: Allows the Customer to return a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically, and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- H. 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. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting End-User to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- I. Call Waiting ID: Enables the called party to identify the party calling when on another call.
- J. Caller ID Blocking: Provides a permanent indicator on the Customer's line. Once the block is established on the Customer's line, the private status can be deactivated by the Customer by dialing a series of numbers before each call to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.

Customer who chooses per line blocking for the first time will not be charged the non-recurring charge. New Customers to the Caller ID serving area will be provided the same option. A Customer requesting per line blocking will pay a non-recurring charge for re-establishing line blocking.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- K. Speed Call: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed-calling list without assistance from Company.
- L. Three Way Calling: Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End-User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- M. Message Waiting Indicator: Provides a visual and/or audible notification when customer has a new voice message in their voicemail.
- N. No Solicitation: Between the hours of 8:00AM and 9:00PM, callers will hear the following message: "You have reached a number that does not accept solicitations. If you are a solicitor, please add this number to your do-not-call list and hang up now. Otherwise, please press 1, or stay on the line." During non-service hours, all calls will ring through as usual.
- O. Custom Ring: This service provides up to two Custom Ring telephone numbers on one line, in one location, without installing any additional lines. Each number has a unique ringing pattern, allowing customers to determine in advance of answering a call which telephone number was dialed.
- P. Security Screening: Blocks calls from unidentified callers from ringing to the end user telephone line. If someone calls with caller ID blocked on an incoming call, the call will not complete to the subscribers line and prompts the caller to unblock their caller ID to complete the call.
- Q. Remote Call Forwarding: Allows customers to forward their home phone to an alternate number from any telephone line outside their location by calling the update center.
- R. Selective Call Forwarding: Allows customers to program up to 15 numbers that will be forward to an alternate telephone number from their primary location. When an incoming call is received from a pre-programmed number, end users will receive a distinctive ring.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.4. DIRECTORY LISTING SERVICE**

3.4.1. The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

3.4.2. The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

3.4.3. The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identify of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.

- A. In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- B. Customer may elect for their telephone number and name to be non-listed or non-published in the directory or information services for an additional fee.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.5. SERVICE PROVIDER OPTIONS****3.5.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

3.5.3. Preferred Carrier Freeze (PCF)

Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer.

3.5.4. Carrier Change Charge

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.3.

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SECTION 4 – RATES
4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES**4.1.1. Service Order and Change Charges**

The following non-recurring rates apply on a per line basis, unless otherwise noted.

A. Service or Feature

	Monthly Recurring Charge
Line Installation	\$50.00
Move Line	\$50.00
Change Telephone Number	\$20.00
Change to Class of Service or features	\$25.00
Feature Change	\$25.00
Directory Listing Change/Establishment of additional listing	\$20.00
Non-Published listing	\$20.00
Non-Listed number	\$20.00

B. Reconnection Fee

Reconnection fee applies to reconnect Service after dial tone has been suspended or service has been disconnected by Company.

Reconnection fee, per line	\$25.00
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SECTION 4 – RATES

4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES, Continue

4.1.1. Service Order and Change Charges, Continued

The following rates apply when Company is required to dispatch a technician to perform trouble isolation at a customer premise.

Trouble Isolation Fee (TIC)	\$99.00
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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICE RATES AND CHARGES

4.2.1. Business Services

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.2. Residential Services

	Monthly Recurring Charge
Phone Service	\$36.89

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SECTION 4 – RATES, Continued**4.3. OPTIONAL CALLING FEATURES****4.3.1. RESERVED FOR FUTURE USE****4.3.2. Custom Calling Features - Residential**

	Monthly Recurring Charge
Anonymous Call Rejection:	\$0.00
Caller ID –	\$6.00
Call Forwarding	\$3.00
Call Waiting	\$6.00
Speed Calling	\$5.50
Collect Call Blocking	\$0.00
Caller ID Blocking	\$0.00
Three Way Calling	\$3.00
Toll Restriction	\$0.00
No Solicitation	\$6.95
Selective Call Forwarding	\$3.00
Security Screening	\$2.95
Remote Call Forwarding	\$6.00
Custom Ring Number	\$6.00

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SECTION 4 – RATES, Continued**4.4. DIRECTORY LISTING SERVICE****4.4.1. Per Use Features**

<u>Feature</u>	<u>Per Use Rate</u>
Continuous Redial	\$0.95 (\$7.60 maximum charge per month)
Three-Way Calling	\$0.00
Last Call Return/Callback	\$0.95 (\$7.60 maximum charge per month)

RESERVED FOR FUTURE USE**4.4.2. Residential Listings**

	Monthly Recurring Charge
Additional Listing	\$2.25
Non-Listed (Semi Private)	\$2.25
Non-Published (Private)	\$2.25

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SECTION 4 – RATES, Continued**4.5. COMBINED BILLING FEE**

Customers may elect to have the convenience of Company billing both local exchange services and long distance detail billing on a single Customer invoice. Customer may also elect to receive their invoices via electronic delivery to avoid this fee.

Combined Billing Fee \$1.99

4.6. DUPLICATE BILL FEE

Additional and alternate copies of Company bills are available upon Customer request. An additional bill copy is a secondary copy of the Customer's initial bill. An alternate bill is an additional bill sent to a different address other than the Customer's address of record, upon proper authority by the Customer.

Residential Customer, per copy of additional or alternate bill \$5.00

4.7. PROMOTIONS

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or Installation Fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company.

4.8. INDIVIDUAL CASE BASIS AGREEMENTS

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Price List, or when the Company offers rates or charges which may vary from Price List arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer and will be made available to the Commission upon request.

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SECTION 4 – RATES, Continued**4.9. CALL DETAIL RECORDS REQUEST**

Liberty-Bell Telecom cannot provide call detail records without a subpoena or other legal process from appropriate law enforcement agencies. When the Company receives a subpoena for local call detail, a standardized rate of \$150.00 per 24-hour period will apply to search for and create a record of local call detail or other non-billed call detail. All fees associated with the production of records must be paid in advance via certified funds.

Where Liberty Bell is the long distance provider, Liberty Bell will provide additional invoice copies at the rates specified elsewhere in this Price List.

4.10. CURRENT PROMOTIONS

Company's bundle promotion is available to new subscribers through April, 30, 2012. The bundle promotion consists of a \$5 per month discount applied to the monthly recurring charges when the Customer combines Phone Service with Digital Subscriber Line Internet access* and/or DISH Network satellite television service* on a single monthly invoice. The Phone Service includes a Primary Directory Listing and up to 10 of the following Features, where technically feasible, for \$25.00 per line, per month:

- Caller ID, Call Waiting
- 3-Way Calling
- Variable Call Forwarding
- Selective Call Forwarding
- Anonymous Call Rejections
- Selective Call Rejection
- Last Call Return
- Caller ID Blocking
- Voicemail
- Message Waiting Indicator
- No Answer Call Forwarding
- Busy Call Forwarding

The products within the bundle promotion may be subject to a standard \$50 activation fee. Company may waive up to 100% of activation fee at time of ordering.

Digital Subscriber Line Internet access and DISH Network television service are not provided subject to the terms and conditions of this Price List.

***Service not subject to Florida Public Service Commission regulation.**

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