

# Additional Submissions for CLEC Application

**DOCKET: 20200140**

**Enclosed:**

- 1) Resubmitted Page 1 of CLEC Application
- 2) Financial Summary 2017 to Date
- 3) Tariff Document

COMMISSION  
CLERK

2020 MAY 21 PM 12:49

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# APPLICATION

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 rather than apply for a new certificate.

Please provide the following:

1. Full name of company, including fictitious name(s), that must match identically with name(s) on file with the Florida Department of State, Division of Corporations registration:

Stanley Utility Contractor, Inc

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2. The Florida Secretary of State corporate registration number:

P04000020150

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3. F.E.I. Number: 20-0682094
- 

4. Structure of organization:

The company will be operating as a:  
(Check all that apply):

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Corporation    | <input type="checkbox"/> General Partnership          |
| <input type="checkbox"/> Foreign Corporation       | <input type="checkbox"/> Foreign Partnership          |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership          |
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Other, please specify below: |
- 

**If a partnership**, provide a copy of the partnership agreement.

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

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ACCESS SERVICES

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, service standards, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Stanley Utility Contractor, Inc., d/b/a Panther Telecom, with principal offices at 5790 Hoffner Avenue, Orlando, FL 32822. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Stanley Utility Contractor, Inc  
d/b/a Panther Telecom

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO ACCESS SERVICES BETWEEN  
FIXED POINTS IN THE STATE OF FLORIDA

ACCESS SERVICES

CHECK SHEET

The Title Sheet and Sheets 1 - 73 inclusive of this price list are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original price list in effect on the date indicated.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
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5	Original
6	Original
7	Original
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CHECK SHEET (Cont.)

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ACCESS SERVICES

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access service within the State of Florida by Stanley Utility Contractor, Inc., d/b/a Panther Telecom (hereinafter referred to as "Panther" or "The Company")

ACCESS SERVICES

PRICE LIST FORMAT SHEETS

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).l.
  - 2.1.1.A.1.(a).l.(i).
  - 2.1.1.A.1.(a).l.(i).(1).
- D. Check Sheets - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

ACCESS SERVICES

EXPLANATION OF SYMBOLS

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

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

## ACCESS SERVICES

### 1. DEFINITIONS

Certain terms used generally throughout this price list for the Access Services of this Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

Advance Payment: Payment of all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special price list if private agreements are permitted by applicable governmental rules.

Answer Supervision: The transmission of a switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

Automatic Number Identification (ANI): The automatic transmission of a caller's billing account telephone number to a Customer or other entity, typically another Carrier. The primary purpose of ANI is for identification and billing of toll calls.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

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

Broadband: Wide bandwidth data transmission with transports multiple signals and traffic types.

Call: A completed connection between the calling and called End User parties. During a call, the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem switch.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Casual Calling: Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Pre-subscribed customers to utilize the originating Access Services of the Company.

ACCESS SERVICES

1. DEFINITIONS (Cont.)

Channel(s): An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

CIC: An interexchange carrier identification code.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Common Line: A Loop or Loop facilities.

Company: Stanley Utility Contractor, Inc., d/b/a/ Panther Telecom, a Florida corporation, which is the issuer of this price list.

Conventional Signaling: The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's price list regulations. This term also includes a person who was a Customer of the Company within the past 60 days and who requests Service at the same or different location.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

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

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Price list to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

End User Premises: The premises specified by the Customer or End User for termination of Access Services at the End User's physical location.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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

ACCESS SERVICES

1. DEFINITIONS (Cont.)

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Holiday: - For the purposes of this tariff recognized holidays are New Year's Day, Birthday of Martin Luther King, Jr., Birthday of George Washington, Good Friday, Start of Ramadan, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

Hub: The Company office where all customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Incumbent Local Exchange Carrier (ILEC): With respect to an area, the local exchange carrier that (A) on the date of enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area; and (B)(i) on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the Federal Communications Commission's regulations (47 C.F.R. 69.601(b)); or (ii) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (i).

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Joint User: A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, or thousands of Bits, per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits, per second.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing , divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective price list.

## ACCESS SERVICES

### 1. DEFINITIONS (Cont.)

**Network:** The Company's digital fiber optics-based network located in the Continental United States.

**Network Services:** The Company's telecommunications Access Services offered on the Company's Network.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The active condition of Switched Access or a telephone exchange service line.

**Off-Net:** A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

**On-Hook:** The idle condition of switched access or a telephone exchange service line.

**On-Net:** A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

**Out of Band Signaling:** An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path

**Point of Presence:** Location where the Customer maintains a facility for purposes of Interconnecting to the Company's Network.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription:** An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing InterLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

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

**Service Commencement Date:** For Direct Connect Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

ACCESS SERVICES

1. DEFINITIONS (Cont.)

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this price list. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

Service(s): Any Service(s) provided by the Company under this Price List.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customers.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this price list.

Termination of Service: Discontinuance of both incoming and outgoing Service.

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

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



ACCESS SERVICES

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way and/or two-way information transmission between points within the State of Florida under the terms of this price list.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's Fiber Optic Cable facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

2.1.2.3 The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 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 30 days written notice. Any termination shall not relieve 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.

2.1.3.4 This price list shall be interpreted and governed by the laws of the State of Florida without regard for the State's choice of laws provisions.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.1 Undertaking of the Company (Cont.)

2.1.3 Terms and Conditions (Cont.)

2.1.3.5 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.6 below.

2.1.3.6 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The 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 the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

2.1.4.3 The 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 the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal state, or local governments, or of any military authority; 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.

ACCESS SERVICES

1. REGULATIONS (Cont.)

2.1 Undertaking of the Company (Cont.)

2.1.4 Liability of the Company (Cont.)

2.1.4.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers or warehousemen.

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

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.6 as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customers 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.1 Undertaking of the Company (Cont.)

2.1.4 Liability of the Company (Cont.)

2.1.4.9 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this price list

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

2.1.4.11 The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.12 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

2.1.4.13 The 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 and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, 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 the Company at such locations.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.2 Undertaking of the Company (Cont.)

2.1.4 Liability of the Company (Cont.)

2.1.4.14 The 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 the 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 its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customer. 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, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.4.15 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.4.16 With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected calls was made

2.1.5 Notice of Service-Affecting Activities

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

ACCESS SERVICES

3. REGULATIONS (Cont.)

2.3 Undertaking of the Company (Cont.)

2.1.6 Provisioning of Equipment and Facilities

2.1.6.1 The 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. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer

2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.5 The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6.7 The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.1 Undertaking of the Company (Cont.)

2.1.6 Provisioning of Equipment and Facilities (Cont.)

2.1.6.8 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with , or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- (a) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where facilities are requested in a quantity greater than that which the Company would normally construct;
- (e) where installation is on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) installation involving abnormal costs; or
- (h) in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined as described in Section 7.5.1, following.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.1 Undertaking of the Company (Cont.)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FPSC regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the Florida Public Service Commission.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this price list;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;



ACCESS SERVICES

2. REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.1 The Customer shall be responsible for: (Cont.)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible for obtaining under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities

2.3.2 Claims

With respect to any service or facility provided by the Company; Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the 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;
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.3 Jurisdictional Reporting

2.3.3.1 Percent Interstate Usage (PIU):

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service via an Access Service Request (ASR), the Customer must provide the Company with a report of its Projected Percent Interstate Usage (PIU). In addition, the Customer must provide the Company with an auditable PIU report in each calendar quarter following installation of service. The Customer must provide the PIU report in whole numbers. The PIU report will be used by the Company to apportion the Customer's use and/or charges between interstate and intrastate service. If the Customer fails to provide the required PIU report, the PIU factor will be determined as set forth in 2.3.3.1.1 below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

2.3.3.1.1 Effective on the first of January, April, July and October of each year the Customer shall update the PIU factor and report the result to the Company (Quarterly PIU Report). The Quarterly PIU Report will be based on the Customer's traffic in preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectfully, and shall serve as the basis of the PIU factor to be used for the next calendar quarter.

2.3.3.1.1.1 If the Customer does not provide the Company a Quarterly PIU Report, the Company will assume the PIU factor to be the same as specified in the Quarterly PIU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PIU Report or the Customer is a new customer, the Company will assume the PIU factor to be the same as specified in the Access Service Request, except, of the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company will determine the Customer's PIU on a monthly basis. Alternatively if a Customer has never provided the Company a Quarterly PIU Report and has never provided a PIU factor in a Access Service Request, the Company may elect to set the Customer's PIU factor on a default basis as 50 percent interstate and 50 percent intrastate traffic for the next calendar quarter.

2.3.3.1.2 Originating Access:

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). Originating access minutes will be measured as follows, based on type of access:

2.3.3.1.2.1 For Feature Group D Switched Access Service(s), as defined in Section 5.2.1, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.3 Jurisdictional Reporting (Cont.)

2.3.3.1 Percent Interstate Usage (PIU) (Cont.)

- (a) For Feature Group D with 950 Access, as defined in Section 5.5.3.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
- (b) For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes. The PIU factor will be delivered to Customer.
- (c) If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.3.3.1.3 Terminating Access:

For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.1.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.3.3.2 Percent Local Usage (PLU):

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service via an Access Service Request (ASR), the Customer must provide the Company with a report of its Projected Percent Local Usage (PLU). In addition, the Customer must provide the Company with an auditable PLU report in each calendar quarter following installation of service. The Customer must provide the PLU report in whole numbers. The PLU report will be used by the Company to apportion the Customer's use and/or charges between interstate and intrastate service. If the Customer fails to provide the required PLU report, the PLU will be determined as set forth in 2.3.3.2.1 below and shall not be retroactively adjusted if the Customer provides the factor as a later date.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.3 Jurisdictional Reporting (Cont.)

2.3.3.2 Percent Interstate Usage (PIU) (Cont.)

2.3.3.2.1 Effective on the first of January, April, July and October of each year the Customer shall update the PLU factor and report the result to the Company (Quarterly PLU Report). The Quarterly PLU Report will be based on the Customer's traffic in preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectfully, and shall serve as the basis of the PLU factor to be used for the next calendar quarter.

2.3.3.2.1.1 If the Customer does not provide the Company a Quarterly PLU Report, the Company will assume the PLU factor to be the same as specified in the Quarterly PLU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PLU Report or the Customer is a new customer, the Company will assume the PLU factor to be the same as specified in the Access Service Request, except, of the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company will determine the Customers' PLU on a monthly basis. Alternatively if a Customer has never provided the Company a Quarterly PLU Report and has never provided a PLU factor in a Access Service Request, the Company may elect to set the Customer's PLU factor on a default basis as 50 percent exchange and 50 percent intrastate traffic for the next calendar quarter.

2.3.3.3 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

2.3.3.3.1 The Company reserves the right to conduct an audit of the Customer's PIU Report and PLU Report. The Company may request an audit of the PIU Report or the PLU Report within 6 months of the Company's receipt the PIU Report and/or PLU Report, as applicable. Such request must be made on no less than ten days written notice to the other party. Audits shall be conducted during normal business hours at the office of the party being audited. Such audit must be performed by an independent auditor mutually agreed to by the parties. Independent auditor cost will be paid for by the party which requests the audit.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.3 Obligations of the Customer (Cont.)

2.3.3 Jurisdictional Reporting (Cont.)

2.3.3.4 Identification and Rating of VoIP-PSTN Traffic

2.3.3.4.1 Scope

2.3.3.4.1.1 VoIP-PSTN Traffic is defined as traffic exchanged between Panther Access end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("Order") as modified by its Second Order on Reconsideration, FCC Release No. 12-47 (Apr. 25, 2012), and as codified in 47 C.F.R. § 51.319 ("Reconsideration Order"), and unless Panther Access and the Customer have agreed otherwise. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Orders.

2.3.3.4.1.2 This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Orders.

2.3.3.4.2 Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Panther Access' applicable tariffed interstate switched access rates as specified in Tariff FCC No. 1. Intrastate access minutes of use not required to be billed at interstate rates pursuant to this Section 2.3.3.4 will be billed in accordance with the other rate provisions of this Tariff (absent an agreement between Panther and the customer on a different compensation mechanism).

2.3.3.4.3 Calculation and Application of Percent-VoIP-Usage Factor

Panther Access will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection 2.3.3.4.2, above, through traffic studies, actual call detail, or other relevant and verifiable information.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.4 Customer Equipment and Channels

2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 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 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The 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 the 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 which 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.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.2.2 Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3.2 Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.4 Customer Equipment and Channels (Cont.)

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.1.1 Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.1 Payment for Service (Cont.)

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.<sup>1</sup> This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.5.1.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or authorized by governmental or quasigovernmental authorities to collect from or pay to others in support of statutory or regulatory programs..

<sup>1</sup> Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow - through to Customers an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and later returned to the Company, or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.



ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.2 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period. All bills for services provided to or on behalf of the Customer by the company are due in immediately funds.

2.5.2.1 Non-Recurring Charges are payable when the service for which they are specified has been performed. Recurring Charges which are not dependent on usage will be billed in advanced of the month in which service is provided. The Company bills Non-Recurring Charges and Recurring Charges monthly to the Customers.

2.5.2.2 All Charges are due and payable within 30 days after the invoice date.

2.5.2.2.1 If the payment due date would cause payment to be due on a Saturday, Sunday or Holiday (recognized in Section 1, or any day which is a legally observed Federal government Holiday), the payment due date shall be as follows:

2.5.2.2.1.1 If the payment due date falls on a Sunday or on a Holiday which is observed on Monday, the payment date shall be the first non-Holiday day following that day, and;

2.5.2.2.1.2 If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day following such Saturday or Holiday.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on a thirty-one day month.

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 Amounts not paid within 30 days after the date of invoice will be considered past due and subject to the following late payment provisions.

2.5.2.5.1 Late Payment Charges:

If (i) no payment is received by the Company from the Customer, (ii) a partial payment of the amount due is received by the Company after the payment due date and/or (iii) payment is received by the Company in funds that are not immediately available to the Company, a late payment charge shall be applied.

The late payment charge will be an amount equal to the lessor of the following:

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.2 Billing and Collection of Charges (Cont.)

2.5.2.5. (Cont.)

2.5.2.5.1 Late Payment Charges (Cont.)

2525.11 The highest interest rate which may be levied by law for commercial transactions, compounded daily for each day from the payment due date through and including the date the Customer makes payment to the Company; or,

2525.12 0.001 percent of the amount due compounded daily, for each day from the payment due date through and including the date the Customer makes payment to the Company. Calculation by this method yields a 37 percent annual percentage rate or the maximum permitted by law, whichever is less.

Interest shall not be assessed on any previously assessed late payment charges.

If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days less than 30 days after the date of the invoice and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to any and all applicable installation charges.

2.5.2.6 Billing Dispute:

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedures.

If the customer disputes a bill, the Customer must document its claim to the Company in writing. For purposes of this tariff, the dispute date is the date on which the Customer presents sufficient documentation to support a claim.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.2 Billing and Collection of Charges (Cont.)

2.5.2.6 Billing Dispute (Cont.)

2.5.2.6.1 Sufficient documentation consists of, but is not limited to, the following information, where such information is relevant to the dispute and available to the Customer:

- (a) The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the Customer's belief that the bill is incorrect;
- (b) The type of usage (i.e., originating or terminating);
- (c) The Company end office where the minutes of use originated or terminated (if applicable);
- (d) The number of minutes in dispute;
- (e) The billing account number(s) (BANs) assigned by the Company;
- (f) The dollar amount in dispute;
- (g) The date of the bill(s) in question;
- (h) Circuit number or a complete system identification number. Line number, trunk number, and telephone should also be provided;
- (i) Customer Purchase Order Number (PON), or Company assigned Order ID, and dates involved (due date or as-of date) for disputes involving order activity and what the Customer believe is incorrect (e.g. non-recurring charge, mileage, circuit identification) and why they believe it to be incorrect (not received, not ordered, incorrect rate, etc.). For order activity disputes, documentation should include traffic reports, billing cycle, and, if the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification should also be provided; and/or,
- (j) Any other information necessary to facilitate dispute resolution.

If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide this information. This data may include, but is not limited to, summarized usage data by time of day. The request for such additional information shall not affect the dispute date established by this section.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.2 Billing and Collection of Charges (Cont.)

2.5.2.6 Billing Dispute (Cont.)

2.5.2.6.2 The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer of the disposition and, if the billing dispute is resolved in favor of the Customer, applies the credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill, including the disputed amount interest credit, as appropriate.

2.5.2.6.3 Application of Late Payment Charges and Interest Credits to Disputed Amounts: Any payments withheld pending settlement of the dispute shall be subject to the late payment charges set forth in Section 2.5.2.5 preceding. The Company will resolve the dispute and assess interest credits or late payment charges to the Customer as follows:

2.5.2.6.3.1 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date no interest credits or late payment charges will apply to the disputed amounts.

2.5.2.6.3.2 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in Section 2.5.2.5.

2.5.2.6.3.3 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive a credit from the Company for the disputed amount plus interest at a rate of .0005 percent, compounded daily from the date of payment to the resolution date.

2.5.2.6.3.4 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or late payment charges will apply to the disputed amount.

2.5.2.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved.

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the End User.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD), except that the Company will not bill for local transport as described in MECAB. The Company will bill the Tandem Connect (as defined in Section 5.3.3.1.1) rate elements as specified in this Price list.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.2 Billing and Collection of Charges (Cont.)

2.5.2.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont.)

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service.

Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Services under this price list where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

- (1) The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.
- (2) In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service.
- (4) Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:
  - (a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:
    - (i) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's premises, and vice versa.

2.5.3 Advance Payments

Where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring charges for the special construction and Recurring Charges (if any) for a period to be set by agreement between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. The advanced payment is due 15 business days following the date the Company confirms acceptance of the order, or on the application date, whichever is later. If the advance payment is not received by such payment date, the order may be cancelled. When the Customer cancels an access service request, the order will be withdrawn. Any advanced payment made will not be credited or refunded.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.4 Deposits

2.5.4.1 Before the service or facility is furnished to a Customer whose credit has not been duly established, the Company may at its sole discretion require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) an amount in excess of three and one-third twelfths of the estimated charge for the service for the ensuing twelve months; or
- (b) one half of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash.

At the Company's sole discretion, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.4.2 In the Company's sole discretion, a deposit may be required in addition to an advance payment.

2.5.4.3 The Company shall pay interest on a deposit at the lower rate of either five (5) percent per annum or one (1) percent + U.S. Prime Rate per annum. Interest on a deposit shall accrue annually and shall be annually credited to the customer by deducting such interest from the amount of the next bill for service following the accrual date.

2.5.4.4 The charges set forth in this price list for Channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under any other circumstances are subject to additional charges.

2.5.4.5 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

2.5.5 Refusal and Discontinuance of Service

2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.5 Refusal and Discontinuance of Service (Cont.)

- 2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.5.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.5.5 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- 2.5.5.6 When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable price list provisions, the price list regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.5 Refusal and Discontinuance of Service (Cont.)

2.5.5.7 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

2.5.5.7.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.5.7.1.(a-f), if

- (a) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4.1 above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- (f) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price listed charges for the service by:
  - (1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list; or
  - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (3) Any other fraudulent means or devices; or



ACCESS SERVICES

2. REGULATIONS (Cont.)

2.5 Payment Arrangements (Cont.)

2.5.5 Refusal and Discontinuance of Service (Cont.)

2.5.5.7 (Cont.)

2.5.5.7.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.5.7.3 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.4.1, above; or

2.5.5.7.4 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.5.5.8 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred plus a seven (7) percent administration charge.

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service are noncancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.3.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

2.5.6.3 The special charges described in 2.5.6.1 through 2.5.6.2 will be calculated and applied on a case-by-case basis.

## ACCESS SERVICES

### 2. REGULATIONS (Cont.)

#### 2.5 Payment Arrangements (Cont.)

##### 2.5.7 No Fault Found Dispatch Charge for Business Customers

The Customer is responsible for the payment of a No Fault Found Dispatch Charge when:

- when requested by the Customer, maintenance personnel visit the Customer's premises, and
- as a result of the visit, the proper functioning of the Panther service is confirmed (i.e., the cause of the trouble condition was other than a malfunction of a Panther service or of Panther maintained equipment). This can include, but not be limited to, customer requested dispatches
- Where the root cause of a trouble is proven to be within the scope of the customer's or customer's vendor-owned equipment not maintained by Panther.
- Where the root cause of a trouble has been proven to be within the scope of the customers or customer's vendor- owned inside wiring.
- To provide Panther technical assistance to the customer or customer's vendor in performing specific testing to isolate a problem which has been proved off the Panther network and is not within any Panther contract supported area.
- To provide Panther technical assistance to the customer or customer's vendor in isolating or repairing a fault or installation support for areas not within Panther contract supported equipment, network or services.
- In which the root cause of a trouble has been proven to be off the Panther network and is not within any Panther contract supported area and proves to be within the scope of the customer's or customer's vendor-owned network.

The charges are non-recurring, and are charged per visit as follows:

- Normal Working Hours: \$375 per visit
- Outside of Normal Working Hours: \$600 per visit

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

Any dispatch that begins or ends on a holiday (as recognized in Section 1) will be billed at a rate of two (2) times the "Outside of Normal Working Hours" charge

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 31 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.1.3 For Switched Access Service, no credit will be allowed for an interruption of less than 48 hours. After the first 48-hour period, a credit equal to 1/31 of the Direct Connect facilities charges will be applied to each interruption which is in excess of 24 hours and up to 48 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.6 Allowances for Interruptions in Service (Cont.)

2.6.2 Limitations on Allowances (Cont.)

2.6.2.1 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.6.3 Cancellation for Service Interruption

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

2.7 Cancellation of Service

2.7.1 If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable price list for the balance of the then current term.

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an Access Service Request.

2.8 Transfers and Assignments

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

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.9 Notices and Communications (Cont.)

2.9.3 All notices or other communications required to be given pursuant to this price list shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

2.10 Billing Name and Address

Billing Name and Address (BNA) provides the billing name and address of an end user who has an Automatic Number Identification recorded by the customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of interstate telecommunications services) for telecommunications services rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal relationship with the customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

2.10.1 Undertaking of the Company

- A) All requests for information will be by facsimile.
- B) The Company will specify the format in which requests are to be submitted.
- C) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records. BNA information will not be provided for those end users who have requested that their BNA not be disclosed for collect and bill to third party calls.
- D) Wherever possible, the Company will provide Billing Name and Address for ANI data no later than fifteen (15) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
- E) The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

ACCESS SERVICES

2. REGULATIONS (Cont.)

2.10 Billing Name and Address (Cont.)

2.10.2 Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual, the address, and or the facsimile to receive the BNA information.
- B) The customer shall institute adequate internal procedure to insure the BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this Price List and that BNA information is available only to those customers personnel or agents with a need to know the information.
- C) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records accounts, databases or market data, records files and databases or other systems it assembles through the use of BNA Service.

2.10.3 Usage Rates

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested. This rate is billed to the customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Telephone Company's information database.

2.10.3.1 Per Order Rate \$ 65.72

2.10.3.2 Per Request Rate \$ 2.35

2.11 IntraLATA PIC Change Charge

2.11.1 Usage Rates

2.11.1.1 Nonrecurring Charge per Change \$ 5.00

## ACCESS SERVICES

### 3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICED

#### 3.1 General:

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this price list. These charges are in addition to other applicable charges set forth in other sections of this price list.

##### 3.1.1 Ordering Conditions:

All services offered under this price list will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- a. Customer name and Premise(s) address(es);
- b. Billing name and address (when different from Customer name and address)
- c. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

##### 3.1.2 Provision of Other Services:

Unless otherwise specified herein, all services offered under this price list shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 7.4.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

## ACCESS SERVICES

### 3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICED (Cont.)

#### 3.2 Access Order

**Access Order:** An ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 5.2.3.1.1 and 5.2.3.1.2, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

#### 3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

3.2.1.1 **Standard Interval:** The Standard Interval for Switched Access Service will be thirty (30) business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

3.2.1.2 **Negotiated Interval:** The Company will negotiate a Service Date interval with the Customer when:

- 1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 2) There is no existing facility connecting the Customer Premises with the Company; or
- 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- 4) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than twelve (12) months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.



## ACCESS SERVICES

### 3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICED (Cont.)

#### 3.2 Access Order (Cont.)

##### 3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Service lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

##### 3.2.2.1 Service Commencement Date Changes:

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than sixty 60 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 7.4.2.

##### 3.2.2.2 Design Change Charge:

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

ACCESS SERVICES

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (Cont.)

3.2 Access Order (Cont.)

3.2.2 Access Service Order Modifications (Cont.)

3.2.2.2 Design Change Charge (Cont.)

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 7.4.2, are in addition to any Service Date Change Charges that may apply.

3.2.2.3 Expedited Order Charge:

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than ten (10) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this price list will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 7.4.2.

ACCESS SERVICES

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (Cont.)

3.2 Access Order (Cont.)

3.2.3 Cancellation of an Access Service Request:

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be cancelled, and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 7.4.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

Cancellation Charges for Expedited Orders will be applied for any order cancelled from the Application Date forward.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

3.2.4 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

3.2.4.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e., DS1 or DS3);
- (5) A change in Switched Access Service Traffic Type;

3.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

ACCESS SERVICES

3. ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (Cont.)

3.2 Access Order (Cont.)

3.2.4 Minimum Period of Service (Cont.)

3.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

ACCESS SERVICES

4. RESERVED FOR FUTURE USE

## ACCESS SERVICES

### 5. SWITCHED ACCESS SERVICE

#### 5.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

Rates and charges are set forth in Section 7.6. The application of rates for Switched Access Service is described in Section 7.4.

#### 5.2 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

##### 5.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency in Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for direct Carrier Trunk groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if the End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve-digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

ACCESS SERVICES

5. SWITCHED ACCESS SERVICES (Cont.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont.)

5.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

5.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- A. Direct Connect
- B. Tandem Connect
- C. 800 Data Base Access Service
- D. Toll Free 8YY Transit Traffic Service
- E. Optional Features

5.2.3.1 Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 2.5.2.7 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Carrier is Involved).

5.2.3.1.1 Direct Connect:

The Company will provide Direct Connect between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is Dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface.

When a customer purchases Direct Connect, if the number of calls over the direct trunks has reached its N maximum level, calls not able to be switched over the direct trunks will overflow/be routed to the customer via an ILEC access tandem. In that event, the customer will be assessed the Tandem Connect rates for such calls.

This Direct Connect rate category is comprised of a per minute of use charge found in a particular zone. The Direct Connect rates for each zone can be found in Section 7.4.4.1.

## ACCESS SERVICES

### 5. SWITCHED ACCESS SERVICES (Cont.)

#### 5.2 Provision and Description of Switched Access Service Arrangements (Cont.)

##### 5.2.3 Rate Categories (Cont.)

###### 5.2.3.1 (Cont.)

###### 5.2.3.1.2 Tandem Connect:

Tandem Connect consists of circuits from the Customer's tandem provider to the Company's Local Switching Center.

Tandem Connect Charges apply on a per-minute-of-use basis when calls are switched by an ILEC's tandem switch to or from the Company's Local Switching Center or are switched through a tandem switch for which the Company pays the ILEC for the tandem switching capability. The rate will vary based on whether the Company pays the ILEC for leased tandem switching capability on a call.

Rates for Tandem Connect minutes for which the Company does not lease the tandem switching function from the ILEC do not contain the ILEC's tandem switching charge and are denoted in the Switched Access Rates section as Tandem Connect Without Tandem Switching. Rates and charges for Tandem Connect minutes for which the Company does lease the tandem switching function from the ILEC contain the ILEC's Tandem Switching Charge and are denoted in the Switched Access Rates section as Tandem Connect with Tandem Switching.

Tandem Connect is comprised of a Minutes of Use (MOU) based charge.

###### 5.2.3.1.3 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

### 5. SWITCHED ACCESS SERVICES (Cont.)



## ACCESS SERVICES

### 5.2 Provision and Description of Switched Access Service Arrangements (Cont.)

#### 5.2.3 Rate Categories (Cont.)

##### 5.2.3.1 (Cont.)

##### 5.2.3.1.4 Toll Free 8YY Transit Traffic Service

Toll Free 8YY Transit Traffic Service is an access service in which the Company transports Toll Free traffic originated by a third party that is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Carrier Customer. The connection to the interexchange carrier can be either directly via a Direct End Office Trunk (DEOT) from the Company's switch to the IXC or indirectly via an ILEC tandem switch. In addition to the 800 Data Base Access Service described in Section 5.2.3.1.3 above, this service provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free 8YY Transit Traffic Service call, the Company will charge only for 800 Data Base Access Service Basic Query, the tandem switching, common multiplexing and the tandem transport (termination and facility) functionalities. No charges for the carrier common line charge, the local switching charge or the end office port charge are incorporated into the rate. The rates for Toll Free 8YY Transit Traffic Service set forth in Section 7.4.4.3 are usage sensitive. Records exchange, rating, and billing for Toll Free 8YY Transit Traffic Service are subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

To the extent the Company jointly provides Toll Free 8YY Transit Traffic Service in conjunction with a third-party carrier that will bill Interexchange Carrier Customers of that third-party carrier's switched access service, pursuant to that third-party carrier's tariff or other authority, for that third party carrier's portion of the total service, the Company and third-party carrier(s) will enter into a billing agreement with all billing carriers which is consistent with the provisions contained in MECAB. Toll Free 8YY Transit Traffic Service calls routed to an Incumbent Local Exchange Carrier's (ILEC) Tandem Switching facility will conform to the LATA restrictions as defined both in said ILEC's switched access tariff and in MECAB.

##### 5.2.3.1.5 Switched Access Service Optional Feature

##### 5.2.3.1.5.1 Nonchargeable Optional Features:

Where transmission facilities permit, the Company will, at the option of the Customer, provide the following nonchargeable optional feature, as described in Section 5.5.1, in association with Switched Access Service.

- (a) Supervisory Signaling

ACCESS SERVICES

5. SWITCHED ACCESS SERVICES (Cont.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont.)

5.2.3 Rate Categories (Cont.)

5.2.3.1 (Cont.)

5.2.3.1.5 Switched Access Service Optional Feature Cont.)

523.152 Chargeable Optional Features:

Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section 5.5.2, in association with Switched Access Service.

- (a) 800 Data Base Access Service Basic Query
- (b) Signaling Transfer Point Access

523.153 Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section 5.5.3.1.

523.153.1 Common Switching Optional Features:

At the Customer's option, the following standard features are available at the rates specified in Section 7.4.7.1:

- a) Alternate Traffic Routing
- b) Automatic Number Identification (ANI)
- c) Cut-Through
- d) Service Class Routing
- e) Feature Group D with 950 Access
- f) Signaling System Seven (SS7)
- g) Basic Initial Address Message Delivery
- h) Called Directory Number Delivery
- i) Flexible Automatic Number Identification Delivery

ACCESS SERVICES

5. SWITCHED ACCESS SERVICES (Cont.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont.)

5.2.3 Rate Categories (Cont.)

5.2.3.2 Rate Zone

A Rate Zone is a geographic area that comprises a specific Incumbent Local Exchange Carrier's (ILEC's) operating territory within the state. All usage rates and charges will be assessed based on the operating territory of the Incumbent Local Exchange Carrier ("ILEC") from which a call originates or to which a call terminates. Zone 1 is the operating territory of BellSouth Telecommunications, Inc. Zone 2 is the operating territory of Verizon Telephone Companies. Zone 3 is the operating territory of Embarq Local Operating Companies. For those calls that originate or terminate in any area of the state not within an identified zone, the Zone 1 rates will apply.

ACCESS SERVICES

5. SWITCHED ACCESS SERVICES (Cont.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont.)

5.2.4 Billing Validation Service:

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company. The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

5.2.5 Design Layout Report:

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

5.2.6 Acceptance Testing:

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

5.2.7 Ordering Options and Conditions:

Access Service is ordered under the Access Order provisions set forth in Section 3.2. Also included in that section are other charges which may be associated with ordering Switched Access Service.

5.2.8 Competitive Pricing Arrangements:

Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communication needs of specific customers on a case by case basis under individual contract.

## ACCESS SERVICES

### 5. SWITCHED ACCESS SERVICES (Cont.)

#### 5.3 Obligations of Company

In addition to the obligations of the Company set forth in other sections of this price list, the Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

##### 5.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in 2.6.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 5.5 and/or damages under Section 2.1.4.

#### 5.4 Obligations of the Customer

In addition to obligations specified elsewhere in this price list, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

##### 5.4.1 Report Requirements:

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.3.3 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.

## ACCESS SERVICES

### 5. SWITCHED ACCESS SERVICES (Cont.)

#### 5.4 Obligations of the Customer

##### 5.4.2 Supervisory Signaling:

The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

##### 5.4.3 Design of Switched Access Services:

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

#### 5.5 Switched Access Optional Features:

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

##### 5.5.1 Nonchargeable Optional Feature

- (a) Supervisory Signaling: Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

##### 5.5.2 Chargeable Optional Features

- (a) 800 Data Base Access Service : The Customer will be charged a per query charge based on a query of the 8XX- NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.
- (b) Signaling Transfer Point Access: The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening. If a Customer is connected to a third party SS7 service provider, an additional charge, as specified in Section 7.4.5.2 will apply.

##### 5.5.3 Feature Group D Optional Features

###### 5.5.3.1 Common Switching Optional Features

- a) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access tandem Trunk group and then to a Customer designated Premises. Multiple Customer Premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated Premises until that group is fully loaded, and then additional originating traffic from the same Local Switching Center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

ACCESS SERVICES

5. SWITCHED ACCESS SERVICES (Cont.)

5.5 Switched Access Optional Features (Cont.)

5.5.3 Feature Group D Optional Features (Cont.)

5.5.3.1 Common Switching Optional Features (Cont.)

- b) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching Center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and a Customer's Premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem, and a Trunk group between an Access Tandem and a Customer's Premises.

The ten-digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure, in

- c) Cut-Through: This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.
- d) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.
- e) Feature Group D with 950 Access: This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- f) Signaling System Seven (SS7): This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

ACCESS SERVICES

5. SWITCHED ACCESS SERVICES (Cont.)

5.5 Switched Access Optional Features (Cont.)

5.5.3 Feature Group D Optional Features (Cont.)

5.5.3.1 Common Switching Optional Features (Cont.)

- g) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.
- h) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call- by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access or Cut-Through features.
- i) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.



ACCESS SERVICES

6. RESERVED FOR FUTURE USE

## ACCESS SERVICES

### 7. SWITCHED ACCESS RATES

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

#### 7.1 Switched Access Rate Types

There are two types of rates and charges that apply to Switched Access Service. These are usage rates and Non-Recurring Charges.

##### 7.1.1 Usage Rates:

Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

##### 7.1.2 Non-Recurring Charges:

Non-Recurring charges are one-time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

##### 7.1.2.1 Installation of Service:

Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or Trunk.

#### 7.2 Application of Rates

##### 7.2.1 Direct Connect:

The Direct Connect rate is assessed based on the per minute of use charges found in a particular zone.

Rates and charges for Direct Connect are set forth in Section 7.4.4.1.

##### 7.2.2 Tandem Connect:

The Tandem Connect rate, described in Section 5.2.3.1.2, is assessed on a per minute of use basis and is applicable to all tandem routed Switched Access Service minutes of use. The rate will vary based on whether the traffic is originating or terminating.

Rates and charges for Tandem Connect are set forth in Section 7.4.4.2.

##### 7.2.3 Toll Free 8YY Transit Traffic Service:

The Toll Free 8YY Transit Traffic Service rates are assessed on a per minute of use basis. If the 8YY call is delivered to the IXC over DEOTs, the Toll Free 8YY Direct Transit Minute of Use Rate will apply. If the call is instead delivered to the IXC indirectly via another LEC tandem, Toll Free 8YY Indirect Transit Minute of Use Rate will apply. These charges incorporate only the tandem switching, and appropriate portions of common multiplexing and tandem transport functionalities into the rate. Additionally, the 800 Data Base Basic Query Charge identified in Section 7.2.4 will apply on a per query basis.

ACCESS SERVICES

7. SWITCHED ACCESS RATES (Cont.)

7.2 Application of Rates (Cont.)

7.2.4 800 Data Base Access Service Basic Query Charge:

The 800 Data Base Access Service Basic Query Charge applies for the identification of the interexchange carrier to whom a specific 800 number is to be delivered. This charge is assessed on a per query basis.

7.3 Usage Measurement:

When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.7.3

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

ACCESS SERVICES

7. SWITCHED ACCESS RATES (Cont.)

7.4 Rates and Charges

7.4.1 Service Implementation

A. Installation Charge (Per Trunk)

DS-1

DS-3

ICB

ICB

7.4.2 Change Charges (per order)

A. Service Date

Per Occurrence  
\$0.00

B. Design Changes – Standard Services

\$0.00

C. Design Changes – Customized Services

\$500.00

D. Expedite Charge

\$500.00

7.4.3 Cancellation Charges (Per Order)

\$0.00

ACCESS SERVICES

7. SWITCHED ACCESS RATES (Cont.)

7.4 Rates and Charges (Cont.)

7.4.4 Switched Access

7.4.4.1 Direct Connect Charges

Facility Charge:

Per DS1

Charges for DS1 are determined on an Individual Case Basis (ICB).

Per DS3

Charges for DS3 are determined on an Individual Case Basis (ICB).

Per Access Minute of Use:

Zone 1\* Originating: \$ 0.42  
Terminating \$ 0.42

Zone 2\* Originating: \$ 0.42  
Terminating \$ 0.42

Zone 3\* Originating: \$ 0.42  
Terminating \$ 0.42

\* *Zones defined in Section 5.2.3.2.*

ACCESS SERVICES

7. SWITCHED ACCESS RATES (Cont.)

7.4 Rates and Charges (Cont.)

7.4.4 Switched Access (Cont.)

7.4.4.2 Tandem Connect Charges

Per Access Minute of Use:

Tandem Connect – Without Tandem Switching

Zone 1\* Originating: \$ 0.42  
Terminating \$ 0.42

Zone 2\* Originating: \$ 0.42  
Terminating \$ 0.42

Zone 3\* Originating: \$ 0.42  
Terminating \$ 0.42

Tandem Connect – With Tandem Switching

Zone 1\* Originating: \$ 0.42  
Terminating \$ 0.42

Zone 2\* Originating: \$ 0.42  
Terminating \$ 0.42

Zone 3\* Originating: \$ 0.42  
Terminating \$ 0.42

ACCESS SERVICES

7. SWITCHED ACCESS RATES (Cont.)

7.4 Rates and Charges (Cont.)

7.4.4 Switched Access (Cont.)

7.4.4.3 Toll Free 8YY Transit Traffic Service<sup>1</sup>

Per Direct Transit Minute of Use: \$ 0.42

Per Indirect Transit Minute of Use: \$ 0.42

7.4.5 Chargeable Optional Features

7.4.5.1 800 Data Base Access Service Basic Query

Per Query \$ 0.04

7.4.5.2 Signaling Transfer Point Access

<u>Monthly</u> <u>Per Mile</u>	<u>Non-Recurring</u> <u>Per Port</u>	<u>Via Third Party</u>
ICB	ICB	ICB

7.4.6 Nonchargeable Optional Features

Supervisory Signaling \$ 0.00

7.4.7 Feature Group D Optional Features

7.4.7.1 Common Switching Optional Features

Alternate Traffic Routing	\$ 0.00
Automatic Number Identification Cut-Through	\$ 0.00
Service Class Routing	\$ 0.00
Feature Group D with 950 Access	\$ 0.00
Signaling System Seven (SS7)	\$ 0.00
Basic Initial Address Message Delivery	\$ 0.00
Called Directory Number Delivery	\$ 0.00
Flexible Automatic Number Identification Delivery	\$ 0.00

<sup>1</sup> This is a blended rate comprised of the following ILEC rate elements at the time of this filing. The Direct Transit Minute of Use rate includes: Tandem Switching, one-half of the Transport Termination rate; one mile of Transport Facility, and one-half of the Common Multiplexer rate. The Indirect Transit Minute of Use rate includes: Tandem Switching, Transport Termination, two miles of Transport Facility, and the Common Multiplexer rate.

ACCESS SERVICES

7. SWITCHED ACCESS RATES (Cont.)

7.5 Special Construction

7.5.1 Basis for Rates and Charges

Rates and charges for Switched Access Special Construction are to be determined on an individual case basis (ICB).



ACCESS SERVICES

8. SERVICE DESCRIPTIONS

8.1 Busy Line Verification and Interrupt Service:

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

8.1.1 Busy Line Verification:

Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

8.1.2 Busy Line Verification with Interrupt:

The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

8.1.2.1 Rates:

Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

8.1.2.1.1 The operator verifies that the line is busy with a call in progress.

8.1.2.1.2 The operator verifies that the line is available for incoming calls.

8.1.2.1.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. Both the interrupt and verification charges will apply.

Per Request

Busy Line Verification	\$ 2.00
Busy Line Interrupt	\$ 2.00

ACCESS SERVICES

9. HIGH CAPACITY TRANSMISSION SERVICES

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

9.1 General

High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-designated locations and/or the Company.

The Service may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 10 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers.

9.1.1 Usage Rates:

Usage rates are ICB rates that are applied on a per circuit basis. Usage rates are accumulated over a monthly period.

9.1.2 Non-Recurring Charges:

Non-Recurring charges are ICB one-time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service) performed on a circuit.

9.1.2.1 Installation of Service:

Non-Recurring charges apply to each High Capacity Transmission connection installed. The charge is applied per circuit.

9.2 Rates and Charges

9.2.1 Service Implementation

A.	Installation Charge (per circuit)	ICB
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9.2.2 Change Charges (per order)

	<u>Per Occurrence</u>	
A.	Service Date	\$0.00
B.	Design Changes – Standard Services	\$0.00
C.	Design Changes – Customized Services	\$500.00
D.	Expedite Charge	\$500.00

9.2.3	<u>Cancellation Charges (per order)</u>	\$0.00
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ACCESS SERVICES

10. RESERVED FOR FUTURE USE

# Management Report

STANLEY UTILITY CONTRACTOR

For the period ended December 31, 2017



Prepared on

**May 6, 2020**

For management use only

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# Profit and Loss

December 31, 2017 - January 1, 2020

	<b>Total</b>
<b>INCOME</b>	
Sales of Product Income	29,149.41
Services	2,406,061.95
BLUESTREAK	7,176.85
Century Link	222,417.65
CENTURY LINK - 78	200,482.27
CENTURY LINK - 81	107,472.34
Century Link - Drops	4,978.82
<b>Total Century Link</b>	<b>535,351.08</b>
City of Leesburg	19,849.14
Corning	615,544.98
ERICSSON	2,907,743.84
IVY H. SMITH, LLC	4,899.72
A T T	341,177.04
<b>Total IVY H. SMITH, LLC</b>	<b>346,076.76</b>
JWJ-CENTURY LINK	75,143.00
MasTec	2,872.20
SECO	10,074.87
The Villages	760,731.84
TRAWICK	53,749.52
WWE	36,052.60
<b>Total Services</b>	<b>7,776,428.63</b>
Unapplied Cash Payment Income	-421.60
<b>Total Income</b>	<b>7,805,156.44</b>
<b>COST OF GOODS SOLD</b>	
Cost of Services	
Cost of Labor	
Employees	
EMPLOYEE LABOR - JESUS SERNA	74,787.31
EMPLOYEE LABOR- MITCH MAURER	19,437.75
EMPLOYEE LABOR-ALBERT PEASE	8,400.00
EMPLOYEE LABOR-BOOTON HERNDON	8,755.25
EMPLOYEE LABOR-BRANDON ANDRADE	8,472.75
EMPLOYEE LABOR-BRANDON DAYE	11,726.41
EMPLOYEE LABOR-BRYAN HANSEN	10,028.00
EMPLOYEE LABOR-CALVIN WALLACE	7,545.00
EMPLOYEE LABOR-CESAR JARAMILLO	95,534.12
EMPLOYEE LABOR-CESAR JARMILLO	3,350.24
EMPLOYEE LABOR-CHARLES BURNS	15,699.60
EMPLOYEE LABOR-CHRIS CARROLL	199.50
EMPLOYEE LABOR-CHRIS JUAREZ	17,700.00
EMPLOYEE LABOR-CHRIS OVERHOLT	5,930.00

	<b>Total</b>
EMPLOYEE LABOR-CHRISTIAN GONZALEZ	14,192.75
EMPLOYEE LABOR-DENNIS STANLEY	41,893.75
EMPLOYEE LABOR-FRANK FLETCHER	8,200.00
EMPLOYEE LABOR-FRANKIE BURNS	9,635.00
EMPLOYEE LABOR-FREDDIE AUSTIN	76,085.23
EMPLOYEE LABOR-GIOVANNI RODRIGUEZ	9,222.93
EMPLOYEE LABOR-GREGORIO JAIMES	92,151.59
EMPLOYEE LABOR-HELBER BENITEZ	130,424.29
EMPLOYEE LABOR-JAMIE WILLIAMS	31,252.00
EMPLOYEE LABOR-JASON STEWART	86,638.08
EMPLOYEE LABOR-JOEL BUSH	25,184.50
EMPLOYEE LABOR-JOSEPH HAYES	9,178.37
EMPLOYEE LABOR-JUAN CORONADO	18,665.65
EMPLOYEE LABOR-MICHAEL A ZIZZAMIA	32,124.00
EMPLOYEE LABOR-MIGUEL BENITEZ	39,587.01
EMPLOYEE LABOR-MIKE ZAPATA	29,054.31
EMPLOYEE LABOR-NAJ'EE RUSSELL	14,379.00
EMPLOYEE LABOR-NOEL GONZALEZ	41,443.50
EMPLOYEE LABOR-RAUL JARAMILLO	146,935.38
EMPLOYEE LABOR-RICARDO PANIAGUA	4,270.00
EMPLOYEE LABOR-SCOTT BUDGE	1,555.00
EMPLOYEE LABOR-VICTOR BENETIZ SR.	46,555.69
EMPLOYEE LABOR-WENDELL RICKAARD	26,719.03
EMPLOYEE-VICTOR HUGO BENITEZ JR	1,647.25
George Horn - Driver	67,629.72
KARL NASON	43,000.00
Ociel Benitez	4,455.40
<b>Total Employees</b>	<b>1,339,645.36</b>
GREEN DAY CONSTRUCTION	71,618.67
GREEN DAY 2	152,655.13
GREENDAY 1	272,555.89
GREENDAY 3	172,913.71
GREENDAY 5	3,151.00
GREENDAY 6	77,011.92
<b>Total GREEN DAY CONSTRUCTION</b>	<b>749,906.32</b>
Subcontractors	1,185,638.18
<b>Total Cost of Labor</b>	<b>3,275,189.86</b>
Fuel	594.44
BOOTON	1,654.99
FREDDIE AUSTIN	19,208.92
FUEL - VILLAGES CREW	
FUEL-VICTOR BENITEZ	5,080.62
FUEL-MIKE ZAPATA	8,218.35
<b>Total FUEL-VICTOR BENITEZ</b>	<b>13,298.97</b>

	<b>Total</b>
<b>Total FUEL - VILLAGES CREW</b>	<b>13,298.97</b>
FUEL -JOSEPH HAYES	921.31
FUEL CREW 2	
FUEL-RAUL JARMILLO	36,264.12
<b>Total FUEL CREW 2</b>	<b>36,264.12</b>
FUEL CREW 6	
FUEL-CESAR LOPEZ	1,813.58
FUEL-JUAN CORANADO	4,756.30
<b>Total FUEL CREW 6</b>	<b>6,569.88</b>
FUEL-ALBERT PEASE	1,833.27
FUEL-BRYAN HANSEN	236.57
FUEL-CESAR JARMILLO	13,025.56
FUEL-CLIFF TRAYLOR	10,712.29
FUEL-DENNIS STANLEY	5,168.31
FUEL-FRANKIE BURNS	3,839.47
FUEL-GEORGE HORN	27,104.34
FUEL-JASON STEWART	13,885.50
FUEL-JOEL BUSH	3,233.54
FUEL-JOSEPH HAYES	1,140.04
FUEL-KARL NASON	15,483.29
FUEL-LITTLE VITO	12,438.60
FUEL-MIGUEL BENETIZ	10,104.03
FUEL-MITCH MAURER	5,177.73
FUEL-NOEL GONZALEZ	1,820.78
FUEL-WENDELL RICKARD	8,761.89
HELBER-FUEL	31,409.65
<b>Total Fuel</b>	<b>243,887.49</b>
Landscaping	591.32
Machinery & Equipment	
Equipment Rental	40,759.02
Machinery Maintenance-Repairs	10,254.29
#236 ROLLSRITE TRAILER	445.09
#305 TRAILER TAG EK1Y46	23.52
114-2017 F-350	1,004.15
323-TRAILER	972.44
6510 -DW REPAIR	2,532.54
8029-JCB	4,243.44
ATLAS XAS-R&M	447.84
BELSHE TRAILER #7747-R&M	206.00
BIG WATER TRUCK	424.57
BORE MACHINE W/ MIXER	86.22
Cable Reel Trailer-ORANGE & BLUE	504.00
CABLE TRAILER-R&M	367.41
CAT 303.5 -REPAIRS	2,427.44



	<b>Total</b>
CAT 303.5E-REPAIRS	1,040.30
CAT 304D-REPAIRS	1,535.30
FELLING TRAILER R&M	448.76
GRUNDOMAT-R&M	5,148.55
Ingersoll Air Compressor 185	567.01
JCB-8035Z	6,101.71
JT10 - R&M	36,147.44
JT1220 - REPAIRS	164.76
JT20-R&M	19,147.36
JT25-R&M	20,462.37
JT5 - REPAIRS	8,441.69
JT9-REPAIRS & MAINTENANCE	28.36
MaCLAUGHLIN	4,556.94
MCELRATH TRAILER R&M	1,446.02
MISSILE REPAIR	3,450.07
QUAD PLOW-R&M	3,069.27
ROCK TRAILER TAG#092-WAJ	43.66
RT115-REPAIRS	4,054.04
RT125-R&M	297.39
RT55 R&M	1,268.49
SULLAIR 185 #30074	2,187.43
SULLAIR 185 SN160044-R&M	964.41
SULLAIR185 UNIT 223	4,755.46
TC37-REPAIRS/MAINTENANCE	288.90
TEREX BACKHOE-VILLAGES	1,599.85
TEREX REPAIRS	2,766.20
V8000E-VAC	4,337.24
VERMEER VAC TRAILER-R&M	960.26
VERMEER VX50 S#14928	1,791.88
YANMAR-REPAIRS & MAINTENANCE	2,998.89
<b>Total Machinery Maintenance-Repairs</b>	<b>164,008.96</b>
Tire Maintenance	3,442.48
Truck Detectors	9,684.29
<b>Total Machinery &amp; Equipment</b>	<b>217,894.75</b>
PER DIEM	84,473.96
Supplies for Jobs	392,600.00
Tolls	6,429.81
Travel for Jobs	2,118.41
Lodging	153,948.96
<b>Total Travel for Jobs</b>	<b>156,067.37</b>
<b>Total Cost of Services</b>	<b>4,377,134.56</b>
DISPOSAL FEE-MUD	19,307.04
Drug Testing	1,441.00
HEALTH CARE - BURDEN	-554.90

	<b>Total</b>
LOCATES	4,658.00
PAYROLL TAX EXPENSE	1,737.69
Preventable Damages	5,149.49
TRUCK REPAIR	4,829.24
#220-2017 FORD FLADBED VIN#81116	11,166.55
#221-F-350 VIN 46385	3,628.85
#222 F-250 VIN 79082	1,849.57
#223-2017 F-240 VIN 79092	3,133.45
#224 2017 F-350 VIN 37754	6,810.87
#225-2018 F250 #8594	2,840.19
101 TRUCK-R&M	-1,171.61
104-1997 F-450 VIN 16139	1,291.38
105-2012 F450 VIN 60510	24,509.79
106-2012 F-450 VIN 60519	4,502.92
107-2004 F-450 VIN 34570	245.64
108-2000 INTERNATIONAL	3,131.69
109-DODGE RAM 1500-2009	458.76
112-F-450 VIN 62593	8,673.28
211-2015 F450 VIN 72496	6,316.35
212-2017 F350 VIN 14957	5,035.97
213-2015 F250-75167	12,744.12
226-2018 F250-S/N87465	2,568.05
WENDELLS TRUCK	1,498.00
<b>Total TRUCK REPAIR</b>	<b>104,063.06</b>
<b>Total Cost of Goods Sold</b>	<b>4,512,935.94</b>
<b>GROSS PROFIT</b>	<b>3,292,220.50</b>
<b>EXPENSES</b>	
Advertising	506.60
Automobile Expense	
Auto Allowance	33,524.20
Auto Rental	6,248.16
Auto-Repairs	9,274.27
Fuel	63,680.85
Maintenance	1,666.48
TAGS & REGISTRATION	10,024.92
Tolls	20,605.05
<b>Total Automobile Expense</b>	<b>145,023.93</b>
BACKGROUND/LICENSE CHECKS	378.25
Bank Service Charges	6,469.23
Bond Expense	2,500.00
Building Supplies	6,171.66
Computer On Line Service	14,891.36
Computer Software Hardware	12,094.86
Damages	5,412.80

	<b>Total</b>
Depreciation Expense	1,633,874.00
Donations and Rewards	33,767.53
Dues and Subscriptions	19,248.38
E306 Excavator	16.18
EDUCATION AND TRAINING EXPENSE	1,105.96
Freight & Delivery	8,765.71
Gift Expense	18,701.14
Hand Tools	29,183.89
Insurance	331.01
Auto and Truck Insurance	87,279.29
Liability Insurance	84,888.90
Workers Comp	81,440.77
<b>Total Insurance</b>	<b>253,939.97</b>
Interest Expense	12,569.59
Finance Charge	3,621.62
Loan Interest	111,189.56
<b>Total Interest Expense</b>	<b>127,380.77</b>
JOB-COST ALLOCATION	1,409.83
Licenses and Permits	2,297.16
Miscellaneous	22,198.84
ice, water	11,598.82
<b>Total Miscellaneous</b>	<b>33,797.66</b>
OFFICE EQUIPMENT RENTAL	11,710.44
Office Supplies	25,229.62
Payroll Expense	20.45
Employee Benefits	
ACCIDENT/DISABILITY	-1,066.67
CANCER INS	-74.86
DENTAL	403.22
HEALTH INSURANCE	56,239.11
LIFE INSURANCE	916.65
VISION	97.48
<b>Total Employee Benefits</b>	<b>56,514.93</b>
Payroll Taxes	166,580.66
Salaries & Wages	1,062,773.31
<b>Total Payroll Expense</b>	<b>1,285,889.35</b>
Payroll Expenses	2,411.04
LOUISIANA STATE TAX	178.20
Taxes	-2,198.10
<b>Total Payroll Expenses</b>	<b>391.14</b>
Postage and Delivery	3,581.44
Printing and Reproduction	4,233.80
Professional Fees	95.00
Accounting	9,651.25

	<b>Total</b>
Consulting	195,949.08
Legal Fees	6,225.73
<b>Total Professional Fees</b>	<b>211,921.06</b>
QuickBooks Payments Fees	804.44
Rent	149,719.57
Repairs	
Building Repairs	21,919.14
Cleaning	5,702.79
Equipment Repairs	15,282.63
JCB-MINI EX R&M	100.00
<b>Total Equipment Repairs</b>	<b>15,382.63</b>
<b>Total Repairs</b>	<b>43,004.56</b>
Safety Equipment	6,477.39
Sanitation	609.78
SPONSORSHIP	7,299.97
Taxes	
Local	3,326.57
Property	1,957.09
<b>Total Taxes</b>	<b>5,283.66</b>
Telephone	52,846.53
Travel & Entertainment	200.21
Entertainment	1,031.99
Meals	65,666.94
Motels	313.56
Travel	25,043.25
<b>Total Travel &amp; Entertainment</b>	<b>92,255.95</b>
Unapplied Cash Bill Payment Expense	2,178.24
Utilities	2,167.62
Gas and Electric	17,080.67
Water	1,869.83
<b>Total Utilities</b>	<b>21,118.12</b>
VERMEER BORE 711	1,776.22
<b>Total Expenses</b>	<b>4,283,268.15</b>
<b>NET OPERATING INCOME</b>	<b>-991,047.65</b>
OTHER INCOME	
Interest Income	7,804.91
<b>Total Other Income</b>	<b>7,804.91</b>
OTHER EXPENSES	
GAIN/LOSS ON DISPOSED ASSET	-1,200.00
Reconciliation Discrepancies	9.95
<b>Total Other Expenses</b>	<b>-1,190.05</b>
<b>NET OTHER INCOME</b>	<b>8,994.96</b>
<b>NET INCOME</b>	<b>\$ -982,052.69</b>

# Balance Sheet

As of January 1, 2020

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1738 Checking-Suntrust	14,099.24
6714 Suntrust Checking	1,688.53
6722 Suntrust Checking	3,018.47
7520 Checking-Suntrust	101,369.00
8062 Suntrust Prepaid Card	500.00
9245 Suntrust Prepaid Card	500.00
AMEX WORKING CAPITAL	6,903.00
MMA 0455	34,750.05
Petty Cash	833.68
Petty Cash-ALABAMA	5,870.00
WELLS FARGO - 1098	26,081.75
<b>Total Bank Accounts</b>	<b>195,613.72</b>
<b>Other Current Assets</b>	
DUE FROM/TO NASTAK, LLC	0.01
Employee Cash Advances	0.00
EMPLOYEE CASH ADVANCE-RAUL	-4,630.84
<b>Total Employee Cash Advances</b>	<b>-4,630.84</b>
Loans to Sub-Contractors	
Helbert Benitez	6,275.01
<b>Total Loans to Sub-Contractors</b>	<b>6,275.01</b>
Retainage	
Retainage - Ivy Smith	2,304.73
Retainage-Mastec	900.58
<b>Total Retainage</b>	<b>3,205.31</b>
Undeposited Funds	760.00
Year End Accumulated Depreciation	-2,695,835.64
<b>Total Other Current Assets</b>	<b>-2,690,226.15</b>
<b>Total Current Assets</b>	<b>-2,494,612.43</b>
<b>Fixed Assets</b>	
2018-DW LOCATOR	14,567.56
2019-KUBOTA EXC - 9 TON	100,865.52
Computer	4,583.17
4 - 2016 TABLETS	2,878.13
Computer programs	4,313.23
ComputerLenovo Think Center & Monitor	2,277.12
DELL MONITOR TAG #9ZGS9C2	1,054.99
DELL XP 15-TAG #C54KF72	2,576.65
DELL XP TAG 652TC72	2,908.25
DELL XPS 15-TAG#81C7QF2	2,032.99

	<b>Total</b>
DELL-MOBILE PRECISION TAG#207057323	3,871.06
HP COMPUTER-MS	4,302.42
HP SPECTRE X 360	1,466.78
LENOVO THINK CENTER M83	3,368.48
MICROSOFT 365	3,141.38
Notebook Computer	1,420.34
SAMSUNG ATIV BOOK 9PRO	1,525.99
<b>Total Computer</b>	<b>41,720.98</b>
Equipment	0.00
2012 Sullair Air Compressor	12,489.45
2015 E-Z GO VALOR GOLF CART	5,600.00
2015 SULLAIR 185-100	17,976.10
2015 Sullair Air Compressor	15,420.00
2015 YANMAR EXCVATOR #61403	43,561.08
2016 HONDA PIONEER 10	15,434.00
2017 HONDA PIONEER LE	9,600.00
2017 JCB MINI S/N 2315197	31,787.46
2017 JCB MINI S/N 2315198	28,850.26
2017 JT10 SN 000195	70,901.94
2017-GENERATOR	727.58
2017-JCB 8029 MINI	29,150.27
2019 DW HX30 VAC S/N 000195	22,070.64
2019 DW JT 10	101,838.04
2019 FM13 MIXER W/ FELLING FT-24 TRAILER	32,062.80
2019 JT25 SN 0000788	188,412.40
2019 MAHINDRA 2655	21,497.73
2019 VERMEER G3 LOCATOR	4,621.43
2019 YANMARVIO35-SN AK265	43,960.51
2019-KUBOTA EXC - 6 TON	65,463.22
3 INCH HAMMERHEAD RHSR #139431	3,800.00
3" EYE PULLER	1,106.90
6510 Ditch Witch	3,300.00
6510 Ditch Witch 2	2,468.92
950 Locator	3,531.00
ATLAS COPCO MODEL XAS AIR COMPRESSOR	13,777.00
Bore Machine - D	10,000.00
CATERPILLAR 303.5ECR HYDRAULIC EXCAVATOR	43,660.13
Caterpillar 3035D	42,964.09
Caterpillar 304D	46,271.74
Compressor	7,420.00
DitchWitch 750TKR-traded in for jt20 buyback \$6000	9,971.24
DITCHWITCH RT125	182,840.00
DW 3 INCH HAMMERHEAD TOOL #138813	3,800.00
DW BEACON 86BV3	1,678.17

	<b>Total</b>
EASY LOCATOR - GPR 22-005010	13,650.70
GMP DETECTABLE DUCT RODDER	1,607.11
Grundomat	0.00
2016 GRNDOMAT 75P #075548517417	5,419.55
2016 GRNDOMAT 85P - P5551656254	5,487.37
2017 P75 #19440	5,136.00
2017 P75 #19442	5,136.00
2018 GRNDOMAT 75 P	5,403.50
2018 GRNDOMAT 75 P SN 20055	5,403.50
Grudomat 85P S6005	5,453.79
Grundomat 75P S15152	4,798.95
Grundomat 55P #1 S7723	3,285.00
Grundomat 55P #2 S7445	3,242.00
Grundomat 75P #P75428S16391	5,671.00
GRNDOMAT 75P #S16343	5,403.50
Grundomat 75P S15709	5,115.04
Hammerhead Mole	4,253.74
<b>Total Grundomat</b>	<b>69,208.94</b>
Ingersoll Air Compressor	1,500.00
JT20-BUYBACK	149,893.46
LOCATOR SN 8431752/8431066	7,439.70
LOCATOR-SN 8408063/8406435	7,439.70
RT115 Ditchwiche Plow	53,000.00
RT55 Combo	9,053.50
Sullair Air Compressor 0185	12,949.00
Terex Backhoe	825.38
Terex Excavator	7,000.00
Terex TC37 Mini Excavator	40,403.19
VAC Excavator V800LE	64,000.00
VERMEER QUAD TRACK PLOW	89,686.00
WOOD MIZER	24,036.16
YANMAR MINI SN 62348	43,236.08
ZT ELITE MOWER #15113	5,458.00
<b>Total Equipment</b>	<b>1,738,401.02</b>
Office Furniture & equipment	1,154.15
CHERRY DESKS - NEW OFFICE	1,463.76
Office Furniture	5,076.94
<b>Total Office Furniture &amp; equipment</b>	<b>7,694.85</b>
Trailers	
1997 BMT TRAILER	2,000.00
2008 TRAILER - #NOVIN0200671699	3,000.00
2013 Rollrite Trailer	3,705.50
2014 AMP TRAILER	2,600.00
2014 ROLLSRITE #356104	4,759.50



	<b>Total</b>
2014 ROLLSRITE #356105	4,759.50
2015 ROLLSRITE TRAILER #356236	4,770.63
2015 ROLLSRITE TRAILER #356238	4,770.62
2016 DIG AND RIG TRAILER	6,880.00
2016 DIG AND RIG TRAILER-GREEN	1,669.95
2016 ROUGH NECK TRAILER VIN#81009	1,075.00
2017-ROUGHNECK TRAILER-GATOR 2	6,880.00
2019 DW VT-24 TRAILER 01912	9,194.00
5TH WHEEL HITCH & GENERATOR FOR BROOKSTON	67,380.95
9' QB Trailer	1,049.40
Cable Reel Trailer	550.00
Cable Trailer	749.80
English Trailer	500.00
MT7F16G Trailer	4,274.65
Rollsrite Trailer 14KP18FE	4,960.69
TRAILER FACTORY TRAILER	11,000.00
<b>Total Trailers</b>	<b>146,530.19</b>
<b>Trucks</b>	
1994 Ford F340	8,750.00
2004 Ford F450	10,000.00
2009 Dodge 1500 Truck	17,899.69
2012 F450	42,281.00
2013 Ford F-450 FLATBED-89728	46,342.96
2013 Lincoln Truck	41,836.00
2014 FORD F150-CROSSFIRE	6,006.00
2015 F450 Ford 62593	48,922.71
2015 F450 Ford 72496	48,922.71
2015 FORD F-150 VIN#FC27256	37,248.49
2015 Ford Super Duty F250 - Mikes	60,520.00
2017 F-250 VIN 79082	48,733.68
2017 F-250 VIN 79092	41,286.90
2017 F-350 VIN 46385	49,426.69
2017 F-350-VIN 37753	48,793.45
2017 F350 FLATBED VIN -B81116	50,395.25
2017 F350 VIN14957	19,528.15
2018-F250 SN 87465	52,248.71
2018-F250 SN 98594	51,340.94
BUCKET TRUCK	10,500.00
<b>Total Trucks</b>	<b>740,983.33</b>
<b>Total Fixed Assets</b>	<b>2,790,763.45</b>
<b>Other Assets</b>	
Michael Stanley	136,213.82
STANLEY UTILITY PROPERTIES LLC	235,342.83
Tax Payment 2015	21,204.03



	Total
<b>Total Other Assets</b>	<b>392,760.68</b>
<b>TOTAL ASSETS</b>	<b>\$688,911.70</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	-2,602.55
<b>Total Accounts Payable</b>	<b>-2,602.55</b>
<b>Other Current Liabilities</b>	
Am Ex Working Capital (Liability)	6,903.00
Child Support	-86.40
SUNTRUST LINE OF CREDIT	174,236.63
<b>Total Other Current Liabilities</b>	<b>181,053.23</b>
<b>Total Current Liabilities</b>	<b>178,450.68</b>
<b>Long-Term Liabilities</b>	
BNP PARIBAS - 380-0794876-001	43,227.83
DIRECT CAPITAL LOAN#DCC-1456824	138,530.32
DITCH WITCH FINANCIAL #1176545-001	45,572.99
FMCC #55502741	29,873.31
FMCC #55502989	30,830.31
FMCC# 55503083	24,953.55
FMCC-#55502892	29,489.52
JCB FINANCE # 382-1176545-002	21,011.22
<b>Notes Payable</b>	
BANK OF THE WEST 379-0794876-003	245,799.30
BANK OF THE WEST 379-0794876-004	27,791.00
DW # 0794876-005	111,944.55
FAMILY SECURITY CU - MAHINDRA	23,891.10
FMCC #056683475	39,944.79
FMCC #56683544	39,373.67
FMCC-54174765 2017 F350	22,552.09
FMCC-55035011	27,144.34
HONDA FINANCIAL #410859095	8,317.43
KUBOTA	165,057.57
NOTE PAYABLE - CAT 303.5ECR	4,053.38
NOTE PAYABLE-INTEREST CAT 303.5ECR	-146.09
<b>Total NOTE PAYABLE - CAT 303.5ECR</b>	<b>3,907.29</b>
STEARNS BANK - 2053635-01	104,501.67
<b>Total Notes Payable</b>	<b>820,224.80</b>
<b>Total Long-Term Liabilities</b>	<b>1,183,713.85</b>
<b>Total Liabilities</b>	<b>1,362,164.53</b>
<b>Equity</b>	
Capital Stock	100.00
Retained Earnings	-650,640.61

	<b>Total</b>
Net Income	-22,712.22
Total Equity	-673,252.83
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$688,911.70</b>