

**PAUL A. BRANTLEY, P.C.**

**Attorney & Counselor**

405 SOUTH HULL STREET  
MONTGOMERY, ALABAMA 36104  
TEL: (334) 263-5330

PAULA. BRANTLEY  
Also admitted in Tennessee

May 6, 2011



**VIA HAND DELIVERY & INTERNET**

Walter L. Thomas, Jr., Secretary  
Alabama Public Service Commission  
3 RSA Union Building  
100 North Union Street  
Montgomery, AL 36104

**Re: T - Wire Corporation**

Dear Mr. Thomas:

Enclosed for filing with the Alabama Public Service Commission are the original and one (1) copy of the Application of T - Wire Corporation for Authority to provide resold and facilities-based local exchange service and long distance resold toll service throughout the State of Alabama, and the one hundred dollar filing fee check. T -Wire respectfully requests a Public Hearing at the Commission's earliest available date.

Thank you for your assistance and courtesies in this matter. With kind regards, I am,

Sincerely,

Paul A. Brantley

PAB/al  
Enclosure  
Cc: Adam Pettis  
Sharon Thomas

**ALABAMA PUBLIC SERVICE COMMISSION**

P.O. Box 991  
Montgomery, Alabama 36101-0991

APPLICATION FOR CERTIFICATE OF  
PUBLIC CONVENIENCE AND NECESSITY

TO PROVIDE

INTRASTATE TELECOMMUNICATIONS SERVICES

IN THE STATE OF ALABAMA

**T - Wire Corporation**

## APPLICATION OF T-WIRE CORPORATION

### TABLE OF CONTENTS

SECTION I	General .....	3
<b>SECTION II</b>	Organization .....	6
<b>SECTION III</b>	Financial .....	7
SECTION IV	Engineering .....	9
SECTION V	Licenses .....	10
SECTION VI	Tariffs .....	11
SECTION VII	Submission of Application .....	13
<b>SECTION VIII</b>	Representation .....	14

### OATH

### EXHIBITS

<b>I</b>	Articles of Incorporation and By-laws
<b>II</b>	Alabama Secretary of State Authority
<b>III</b>	Financial Statements
<b>I</b> <b>V</b>	Number of Prospective Customers with Estimated Annual Operating Revenue and Three Year Projected Cash Flow Statement or Market Feasibility Study
<b>V</b>	Proposed Tariffs
<b>VI</b>	Sample Customer Contract

## SECTION I - GENERAL

### 1.1 Corporate Name:

T - Wire Corporation

### 1.2 Address, Phone and Fax:

T - Wire Corporation

IIIION. Palafox Street

Pensacola, FL 32501

Telephone: 850-434-9095

Facsimile: 850-434-5753

Web address: [www.twire.com](http://www.twire.com)

### Commission Contact:

Adam Pettis, Director of Operations

T- Wire Corporation

IIIION. Palafox Street

Pensacola, FL 32501

Telephone: 850-434-9095

Facsimile: 850-434-5753

Email [adamp@mytwire.com](mailto:adamp@mytwire.com)

Web address: [www.twire.com](http://www.twire.com)

Name of employee (s) with authority to respond to Commission requests regarding tariff/regulatory matters or financial/annual reports (list information for each):

### Financial/Annual Reports

Adam Pettis, Director of Operations

T - Wire Corporation

IliION. Palafox Street

Pensacola, FL 32501

Telephone: 850-434-9095

Facsimile: 850-434-5753

Email [adamp@mytwire.com](mailto:adamp@mytwire.com)

Web address: [www.twire.com](http://www.twire.com)

## Tariff Regulatory

Adam Pettis, Director of Operations  
T-Wire Corporation  
1101 N. Palafox Street  
Pensacola, FL 32501  
Telephone: 850-434-9095  
Facsimile: 850-434-5753  
Email: [adamp@mytwire.com](mailto:adamp@mytwire.com)  
Web address: [www.twire.com](http://www.twire.com)

## Primary Contact

Adam Pettis, Director of Operations  
T-Wire Corporation  
1101 N. Palafox Street  
Pensacola, FL 32501  
Telephone: 850-434-9095  
Facsimile: 850-434-5753  
Email: [adamp@mytwire.com](mailto:adamp@mytwire.com)  
Web address: [www.twire.com](http://www.twire.com)

## Other Contact (Regarding this Application)

Paul Brantley, Esquire  
Paul Brantley, P.C.  
405 South Hull Street  
Montgomery, AL 36104  
Telephone: 334-263-5330  
Facsimile: 334-263-5303  
Email: [paul@brandtleypc.com](mailto:paul@brandtleypc.com)

## With a copy to:

Sharon Thomas  
Consultant to T-Wire Corporation  
Technologies Management, Inc.  
2600 Maitland Center Parkway, Suite 300  
Maitland, FL 32751  
Telephone: 407-740-3031  
Facsimile: 407-740-0613  
Email: [sthomas@tminc.com](mailto:sthomas@tminc.com)

- 1.3 Types of services for which authority is requested (i.e. Local Exchange Service, Long Distance, Interexchange Service, Long Distance Resale Service, Alternate Operator Services, Prepaid Services, etc.) Please include all services which the company intends to provide.

T- Wire Corporation is requesting authority to provide resold and facilities-based local exchange service and long distance resold toll service throughout the State of Alabama.

Indicate how service(s) will be provided (i.e., Facilities-Based, UNE-P, UNE)

T-Wire initially proposes to provide local service using unbundled network combinations available from AT&T-Alabama and via resold services. Interexchange toll services will be provided through resold facilities.

- 1.4 Attorney, if any:

Paul Brantley, Esq.  
Paul Brantley, P.c.  
405 South Hull Street  
Montgomery, AL 36104  
Telephone: 334-263-5330  
Facsimile: 334-263-5303

- 1.5 Registered Agent in Alabama:

CT Corporation  
2000 Interstate Park Drive  
Suite 204  
Montgomery, AL 36109  
Telephone: 334-387-7680

- 1.6 Geographic area to be served:

Initially, T- Wire proposes to offer its services in those regions of Alabama which are presently served by AT&T-Alabama, but seeks statewide authority.

- 1.7 Anticipated date of service:

T- Wire is prepared to begin service upon receipt of authority from the Commission and approval of its interconnection agreement with AT&T-Alabama.

1.8 States in which applicant is authorized to provide service:

None. T- Wire has applied for authority to operate as a provider of local exchange and resold long distance services in Georgia.

1.9 States in which applicant is currently providing service:

T- Wire is a start-up company that has not yet initiated operations in any state.

1.10 Mechanism by which applicant intends to bill for its services:

T-Wire will bill customers directly. T-Wire's telephone number will appear on all customer bills.

## SECTION II - ORGANIZATION

### 11.1 Type of Organization:

- (a) Individual----- (
  - (b) Partnership----- )
  - (c) Corporation----- (
  - (d) Other (Identify )----- )
- (X)
- ( )

### 11.2 If a corporation:

- (a) Attach a copy of Articles of Incorporation and current by-laws.

Attached, see Exhibit I.

- (b) Non-Resident corporation attach a copy of Certificate of Authority issued by the Secretary of State showing corporation's authority to do business in Alabama.

Attached, see Exhibit II.

### 11.3 If a Partnership:

Not Applicable.





### SECTION III - FINANCIAL

- 111.1 Attach a current certified financial statement including balance sheet, income statement, cash flow statement, and statement of retained earnings (if applicable).

See Exhibit III.

- 111.2 Facilities, if any:

T- Wire initially proposes to provide local service using unbundled network combinations available from AT&T-Alabama and via resold services. Interexchange toll services will be provided through resold facilities.

- (a) Attach statement describing means or method by which facility will be financed.  
(Attach copies of any agreements, commitments, or other evidence as to source and availability of capital funds.) *N/A*.
- (b) Attach itemized estimated cost of proposed facilities. *N/A*
- (c) Attach itemized estimated operating expenses to be incurred in providing proposed service. *N/A*

- 111.3 Number of prospective subscribers and estimated annual operating revenues.

See Exhibit IV.

- 111.4 Attach a copy of any proposed or existing agreement of interconnecting service between applicant and any other telecommunications company.

The Company intends to negotiate an interconnection agreement with AT&T-Alabama which will be filed with the Commission.

SECTION 111- FINANCIAL, (CONT'D.)

IILS Provide a description of any lease or rental contract concerning any property - (real and/or personal) possessed, controlled or occupied by applicant, or by any subsidiary to which applicant owns and in which he has a controlling interest, or any parent company of which he is a subsidiary.

Not Applicable. The Company does not propose to lease any property in Alabama.

111.6 If a subsidiary corporation, list the name of the Parent Organization and submit copy of most recent annual report.

N/A

111.7 Attach statement that provides copy of three-year projected cash flow statement and/or market feasibility study.

See Exhibit IV.

## **SECTION IV - ENGINEERING**

**IV.1 Provide a statement that describes fully the facility to be provided by applicant for rendering the proposed service at each location, if applicable.**

Not Applicable.

**IV.2 Describe any transmission capabilities of applicant.**

Not Applicable. The Applicant will rely on the technical expertise and transmission quality of the facilities of its underlying carriers.

**IV.3 Location of switching equipment:**

Not Applicable. The Applicant does not contemplate installing any switches in Alabama at this time.

## SECTION V - LICENSES

- V.I     Attach a copy of each certificate, license or other operating authority applicable to Alabama issued to Applicant by any federal authority.

T-Wire Corporation is a non-dominant provider of local and interexchange telecommunications services, No certificates or licenses are required by any federal authority for domestic interstate services.

## SECTION VI - TARIFFS

Each applicant shall file a proposed tariff as follows:

VI-1 The tariff must provide services and descriptions, rates or charges, rules, and regulations proposed by the company for Commission approval. (Refer to sample tariff at [www.psc.state.al.us](http://www.psc.state.al.us))

Exhibit V -a contains the proposed local tariff and Exhibit V -b contains the switched access tariff.

VI.2 The tariff must enumerate and define the classifications of service available to subscribers. Attach a copy of the proposed form of contract governing service to be furnished by applicant to its subscribers.

VI.3 Requirements for size, form identification, and filing of tariffs.

- a. All tariffs including maps shall be in loose leaf form of size eight and one-half inches by eleven inches (8 1/2 x 11) and shall be plainly printed or reproduced on paper of good quality.
- b. A margin of not less than three-fourths inch without any printing thereon, shall be allowed at the binding edge of each tariff sheet.
- c. Tariff sheets are to be numbered consecutively by section, sheet, and revision number. Each sheet shall show an issue date, effective date, revision number, section number, sheet number, name of company, name of the tariff and title of the section in a consistent manner.

## SECTION VI - TARIFFS, (CONT'D.)

### VI.3 Requirements as to size, form identification, and filing of tariffs, (Cont'd.)

- d. An official tariff filing (original plus ten copies) shall be made to the Alabama Public Service Commission addressed as follows:

Overnight Delivery Address:

Secretary  
Alabama Public Service Commission  
RSA Building  
100 N. Union Street, Suite 850  
Montgomery, Alabama 36104

NOTE: Applicants can elect to file an electronic copy of the application and tariff. Prior to submitting the tariff, contact the Secretary's Office at 334-242-5218 to obtain approval/authorization.

Secretary  
Alabama Public Service Commission  
P.O. Box 304260  
Montgomery, Alabama 36130-4260

Copies of T-Wire Corporation's proposed tariff is provided in Exhibit V.

## SECTION VII

### SUBMISSION OF APPLICATION

All of the following must be submitted before an application will be considered valid and scheduled for hearing:

- VII-1 The application fee of one hundred (\$100) dollars made payable to the "Alabama Public Service Commission" must be attached to original copy.'

NOTE: Any application for certification or additional/amended certification submitted to the Commission that does not have the required fee attached will be considered an invalid/incomplete application and will not be processed further.

- VII-2 An original plus ten copies of the completed application and proposed tariff must be provided.

- VII-3 Application and application fee should be submitted to the address listed in Section VI - 3.d.



## **SECTION VIII- REPRESENTATION**

### **VIII.1 Applicant's Attorney or Representative:**

**Name:** Paul Brantley  
**Address:** Paul Brantley, P.C.  
405 South Hull Street  
Montgomery, AL 36104  
**Telephone:** 334-263-5330  
**Facsimile:** 334-263-5303

Applicant understands that the filing of this application does not constitute nor guarantee operating authority. Applicant will submit such additional materials as required by the Commission. Applicant will also file annual/financial reports and pay annually inspection and supervision fees as required under Section 37-2-41, Code of Alabama 1975.

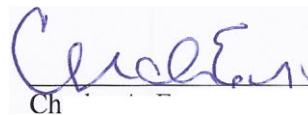
6.

OATH

STATE OF FLORIDA

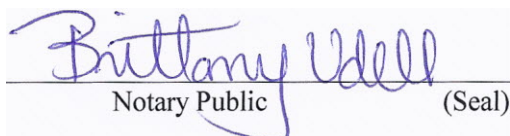
COUNTY OF ESCAMBIA

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Charles A. Emling, III, who first being duly sworn, deposes and says that he is the Chief Financial Officer of T-Wire Corporation, the Applicant in this application, that he has read the same and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.

  
Ch

Subscribed and sworn before me, this

10 day of ~ 2011

  
Notary Public (Seal)

My Commission Expires 11/14/2014

 BRITTANY UDELL  
Notary Public, State of Florida  
My comm. Expires Nov 14, 2014  
Commission # EE 41678  
Bonded Through National Notary Assn.

**APPLICATION OF T-WIRE CORPORATION**

EXHIBIT

Articles of Incorporation  
and  
Bylaws

MTT

TTTTTT

TTTTTT

TT TTTT

r



le n "101

to .

' ' r4\ n i i

~

ew,

",

u

~

~

~

~

~

~

~ I certify from the records of this office that T~IRE CORPORATION is a  
~ corporation organized under the laws of the State of Florida, filed' on  
~ July 7, 2010.

~ The document number of this corporation is P10000055997.

~ I further certify that said corporation has paid all fees due this office ~

~

n I further certify, that said corporation has not filed Articles of ~n .  
Dissolution.

~ I further certify that this is an electronically transmitted certificate ~  
~ authorized by section 15.16, Florida Statutes, and authenticated by the ~  
~ code, 91aA00016S95-070810~PI0000055997-1/1, noted below.

~

~

~ Authentication Code: 910A000165,95-070810-PI00a0055997-1/1

H

~

~

~

~

~

~

~

~

Given under my hand and the  
Great Seal of the state of Florida,  
at Tallahassee, the Capital, this the

/ \



~ ~ ~ ~ ~ ~ ~ H ~ ~ ~ ~ ~

~ ~ ~ ~ ~ ~ ~ ~

**ARTICLES OF INCORPORATION**  
**OF**  
**T-WJRE CORPORATION**

**THE UNDERSIGNED**, for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopt(s) the following Articles of Incorporation:

**ARTICLE I**  
**NAME**

The name of this corporation is T-WIRE CORPORATION. The principal place of business is 1110 N. Palafox St., Pensacola, Florida 32503.

**ARTICLE II**  
**DURATION**

The duration of this corporation is perpetual.

**ARTICLE III**  
**PURPOSE**

The general purposes for which this corporation is organized are:

- (1) To transact any lawful business or businesses for which corporations may be incorporated under the Florida Business Corporation Act.
- (2) To do such other things as are incidental to the foregoing or necessary, implied, helpful, or desirable in order to accomplish the foregoing.

**ARTICLE IV**  
**CAPITAL STOCK**

This corporation is authorized to issue 500,000 shares of zero dollars per share par value voting common stock, which shall be known as and referred to as "Series A Shares," and

*Daniel R. Lozier*  
DANIEL R. LOZIER, Incorporator

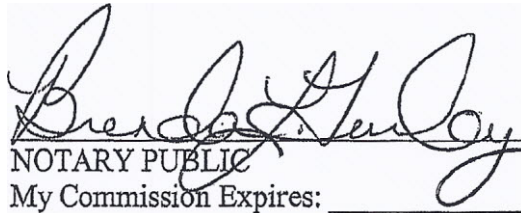
«(HI00001565323)))

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24ay of July, 2010, by Daniel R. Lozier, who ~ is personally known to me or ( ) who has roduced a driver's license as identification and has not taken an oath.

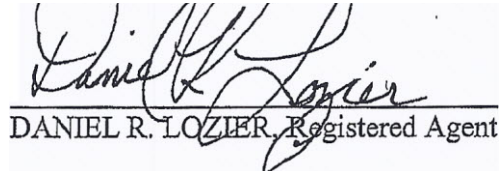


  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

ACCEPTANCE OF DESIGNATION AS RESIDENT AGENT

I, the undersigned, being the person named as the Registered Agent of T - WIRE CORPORATION, a Florida corporation, hereby certify that I am familiar with the obligations provided for in Florida Statutes Chapter 607.0505 and hereby accept the appointment of Registered Agent and hereby accept said obligations.

DATED this 11A.y of July, 2010.


  
DANIEL R. LOZIER, Registered Agent

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24y of July, 2010, by Daniel R. Lozier, who C\Q is personally known to me or who has produced a driver' . as identification and has not taken an oath.



  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**APPLICATION OF T-WIRE CORPORATION**

**EXHIBIT II**

Alabama Secretary of State Authority





**STATE OF ALABAMA**

ALABAMA PUBLIC SERVICE COMMISSION  
P.O. BOX 304260  
MONTGOMERY, ALABAMA 36130-4260

LUCY BAXLEY, PRESIDENT

TWINKLE ANDRESS CAVANAUGH, ASSOCIATE COMMISSIONER

TERRY L. DUNN, ASSOCIATE COMMISSIONER

WALTER L. THOMAS, JR.

SECRETARY

May 5, 2011

NOTICE OF PENDING PETITION

NORTH AMERICAN LOCAL, LLC,

Petitioner

Docket 31540

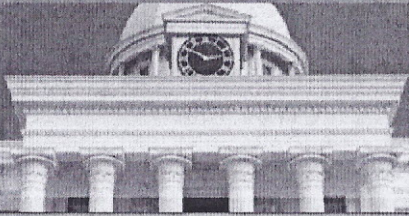
NOTICE OF PETITION OF NORTH AMERICAN LOCAL, LLC, FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER FOR PURPOSES OF RECEIVING FEDERAL UNIVERSAL SERVICE FUNDING FOR THE PROVISION OF LIFELINE AND LINK-UP SERVICE. THE DESIGNATION SOUGHT IS FOR THE ENTIRE SERVICE TERRITORY OF BELL SOUTH TELECOMMUNICATIONS, INC., d/b/a AT & T ALABAMA AND THE ENTIRE SERVICE TERRITORY OF CENTURYTEL OF ALABAMA, LLC, D/B/A CENTURYLINK.

All interested parties should be advised that the above-styled petition is under consideration by the Commission. Interested parties who desire to submit comments in response to said petition must do so no later than June 3, 2011. The petition and all comments received in response thereto will be posted on the Commission's website at [www.psc.state.al.us](http://www.psc.state.al.us).

By the Commission:

Walter L. Thomas, Jr.  
Secretary of the Commission


k.



Government Records

ALABAMA SECRETARY OF STATE

BETH CHAPMAN



Home

Government Records

Business Entities

Search

Details

Business Entity Details

T-V

Entity ID Number

Entity Type

Principal Address

Registered Agent Name

Principal Mailing Address

Status

Place of Formation

Formation Date

Qualify Date

Registered Agent Street Address

Corporation

945 - 416

Foreign Corporation

1110 N PALAFOX ST  
PENSACOLA, FL 32501

Not Provided

Exists

Florida

7-7-2010

10-21-2010

PAYNE, LAURA  
C T CORPORATION

2 NORTH JACKSON ST STE 605  
MONTGOMERY, AL 36104

Not Provided

Browse Results

Registered Agent Mailing

Nature of Business

Capital Authorized

Capital Paid In

Scanned Documents

Document Date / Type / Pages

10-21-2010 Articles of Incorporation 6 pgs.

P.O. Box 5616  
Montgomery, AL  
36103-5616

Phone: (334)  
242-7200  
Fax: (334)  
242-4993

Alabama Directory | Media | Online Services | Alabama.gov

Statements/Policies | Alerts | Survey/Comments | Feeds | Contact Us

http://arc-sos.state.al.us/cgi/corpdetail.mbr/detail?corp=945416&page=name&file=

2110/2011

**APPLICATION OF T-WIRE CORPORATION**

**EXHIBIT III**

**Financial Statements**



9:07 AM

05/02/11

Accrual Basis

# T-Wire Corporation Profit & Loss Detail

April 1, 2010 through May 2, 2011

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Expense</b>								
<b>Bank Service Charges</b>								
General Journal	8/9/2010	2		Sky Miles Debit		T-Wire Opera!...	55.00	55.00
General Journal	10/29/2010	4				T-Wire Opera!...	25.00	80.00
General Journal	11/30/2010	5				T-Wire Operat ...	25.00	105.00
General Journal	12/31/2010	6				T-Wire Opera!...	25.00	130.00
General Journal	1/10/2011	11				T-Wire Opera!...	-25.00	105.00
Total Bank Service Charges							105.00	105.00
<b>Dues and Subscriptions</b>								
Bill	9/30/2010	11073	Ideaworks	Domain regis ...		Accounts Pay ...	220.00	220.00
Check	4/20/2011	3029	GA Secretary of State			T-Wire Opera!...	50.00	270.00
Check	4/22/2011	3030	Alabama Departme ...	BUS TAX		T-Wire Opera!...	2.80	272.80
Check	4/29/2011	3032	Paul Brantley Attorn ...			T-Wire Opera!...	3,000.00	3,272.80
Total Dues and Subscriptions							3,272.80	3,272.80
<b>Legal Fees</b>								
Bill	7/1/2010	13075	Lozier, Thames & F ...			Accounts Pay ...	1,610.00	1,610.00
Bill	8/1/2010	13233	Lozier, Thames & F ...			Accounts Pay ...	6.75	1,616.75
Bill	8/2/2010	13102	Lozier, Thames & F ...			Accounts Pay ...	731.25	2,348.00
Bill	12/2/2010	LAFO ...	CT Corporation			Accounts Pay ...	278.00	2,626.00
Bill	1/13/2011	6419 ...	CT Corporation	Alabama For ...		Accounts Pay ...	278.00	2,904.00
Bill	1/13/2011	6419 ...	CT Corporation	Georgia Fore ...		Accounts Pay ...	278.00	3,182.00
Bill	1/13/2011	6419 ...	CT Corporation	Tennessee F ...		Accounts Pay ...	278.00	3,460.00
Bill	2/1/2011	13447	Lozier, Thames & F ...			Accounts Pay ...	1,680.00	5,140.00
Total Legal Fees							5,140.00	5,140.00
<b>Licenses &amp; Permits</b>								
Bill	7/23/2010	FILEAL	Alabama Secretary ...			Accounts Pay ...	175.00	175.00
Bill	8/25/2010	FILEGA	GA Secretary of State			Accounts Pay ...	225.00	400.00
Bill	10/7/2010	FILE1 ...	Department of Stat...			Accounts Pay ...	600.00	1,000.00
Bill	10/7/2010	FILEL ...	State of Louisiana			Accounts Pay ...	100.00	1,100.00
Bill	10/28/2010	BUSL. ...	Alabama Departme ...			Accounts Pay ...	100.00	1,200.00
Bill	11/5/2010	LICA ...	Alabama Secretary ...			Accounts Pay ...	5.15	1,205.15
Bill	11/19/2010	LATA. ...	Louisiana Departme ...	Corporation ...		Accounts Pay ...	10.00	1,215.15
Bill	11/19/2010	LICS ...	State of South Caro ...	Certificate of ...	X	Accounts Pay ...	0.00	1,215.15
Bill	2/11/2011	SC02 ...	State of South Caro ...			Accounts Pay ...	135.00	1,350.15
Bill	2/11/2011	SCFE ...	SC Department of ...			Accounts Pay ...	25.00	1,375.15
Bill	3/24/2011	GAFE. ...	GA Secretary of State			Accounts Pay ...	50.00	1,425.15
Bill	4/15/2011	0415	Tenn Department of ...			Accounts Pay ...	100.00	1,525.15
Check	4/18/2011	3027	State of Florida	ANNUAL CO ...		T-Wire Opera!...	150.00	1,675.15
Check	4/20/2011	3028	Tenn Department of ...			T-Wire Opera!...	22.25	1,697.40
Check	4/22/2011	3031	Alabama Departme ...	BUS TAX		T-Wire Opera!...	112.00	1,809.40
Total Licenses & Permits							1,809.40	1,809.40

9:07 AM

05/02/11

Accrual Basis

**T -Wire Corporation**  
**Profit & Loss Detail**  
 April 1, 2010 through May 2, 2011

Type	Date	Num	Name	Memo	elr	Split	Amount	Balance
Meals and Entertainment							7.80	7.80
General Journal	4/20/2011	20				T -Wire Opera!...		
Total Meals and Entertainment							7.80	7.80
Office Supplies							182.46	182.46
Bill	9/12/2010	1748	Shibuminet	Filing Cabine ...		Accounts Pay ...		
Total Office Supplies							182.46	182.46
Professional Fees							5,850.00	5,850.00
Bill	7/13/2010	201006	Caron M. Sjoberg	Business Pia ...		Accounts Pay ...		
Bill	9/12/2010	1749	Shibuminet	Labor, organi ...		Accounts Pay ...	75.00	5,925.00
Bill	1/23/2011	CSR ...	Caron M. Sjoberg			Accounts Pay ...	69.00	5,994.00
Bill	1/23/2011	DWB ...	Debra Warford			Accounts Pay ...	60.00	6,054.00
Bill	4/11/2011	1057 ...	Technologies Mana ...			Accounts Pay ...	1,280.24	7,334.24
Bill	4/12/2011	BOO ...	Debra Warford			Accounts Pay ...	25.00	7,359.24
Total Professional Fees							7,359.24	7,359.24
Travel Expense							157.68	157.68
General Journal	1/24/2011	12				T-Wire Opera!...		
General Journal	2/28/2011	14		Delta Airlines ...		T-Wire Opera!...	878.80	1,036.48
General Journal	3/14/2011	15		Marta Atlanta		-SPLIT-	9.00	1,045.48
General Journal	3/14/2011	15		RPS Pensac ...		Travel Expense	10.50	1,055.98
General Journal	4/22/2011	21	Chuck Emling	DELTA USA ...		T -Wire	339.40	1,395.38
General Journal	4/22/2011	21	Chuck Emling	DELTA USA ...		T-Wire Opera!...	339.40	1,734.78
Total Travel Expense							1,734.78	1,734.78
Total Expense							19,611.48	19,611.48
Net Ordinary Income							-19,611.48	-19,611.48
Other IncomeExpense								
Other Income								
Interest Income								
General Journal	9/30/2010	7				T-Wire Money ...	64.14	64.14
General Journal	10/31/2010	9				T-Wire Money ...	101.30	165.44
General Journal	11/30/2010	8				T-Wire Money ...	14.37	179.81
General Journal	12/31/2010	10				T-Wire Money ...	14.85	194.66
General Journal	11/31/2011	16				T-Wire Money ...	14.86	209.52
General Journal	2/28/2011	17				T-Wire Money ...	12.00	221.52
General Journal	3/31/2011	18				T-Wire Money ...	11.25	232.77
Total Interest Income							232.77	232.77
Total Other Income							232.77	232.77
Net Other Income							232.77	232.77
Net Income							-19,378.71	-19,378.71

9:08 AM

05/02/11

Accrual Basis

# T -Wire Corporation Balance Sheet Detail

As of May 2, 2011

Type	Date	Num	Name	Memo	elr	Split	Amount	Balance
ASSETS								0.00
Current Assets								0.00
Checking/Savings								0.00
T-Wire Money Market								0.00
General Journal	9/13/2010	3				T-Wire Operat...	87,260.00	87,260.00
General Journal	9/30/2010	7				Interest Income	64.14	87,324.14
General Journal	10/31/2010	9				Interest Income	101.30	87,425.44
General Journal	11/30/2010	8				Interest Income	14.37	87,439.81
General Journal	12/31/2010	10				Interest Income	14.85	87,454.66
General Journal	1/31/2011	16				Interest Income	14.86	87,469.52
General Journal	2/3/2011	13				T-Wire Opera!...	-10,000.00	77,469.52
General Journal	2/28/2011	17				Interest Income	12.00	77,481.52
General Journal	3/31/2011	18				Interest Income	11.25	77,492.77
General Journal	4/27/2011	19				T-Wire Ope rat...	-10,000.00	67,492.77
Total T-Wire Money Market							67,492.77	67,492.77
T-Wire Operating Account								0.00
Bill Pmt -Check	7/2/2010	3003	Lozier, Thames & F ...			Accounts Pay ...	-1,610.00	-1,610.00
General Journal	7/9/2010	1		Caron Sjober ...		-SPLIT-	65,000.00	63,390.00
General Journal	7/9/2010	1		Chuck Ernlm ...		T -Wire Opera!...	35,000.00	98,390.00
Bill Pmt -Check	7/13/2010	3001	Caron M. Sjoberg	Reimburse ...		Accounts Pay ...	-5,850.00	92,540.00
Bill Pmt -Check	7/23/2010	3002	Alabama Secretary ...	VOID:	X	Accounts Pay ...	0.00	92,540.00
General Journal	8/9/2010	2		Sky Miles Debit		Bank Service ...	-55.00	92,485.00
Bill Pmt -Check	8/25/2010	3004	GA Secretary of State			Accounts Pay ...	-225.00	92,260.00
General Journal	9/13/2010	3				T-Wire Money ...	-87,260.00	5,000.00
Bill Pmt -Check	9/24/2010	3005	Lozier, Thames & F ...			Accounts Pay ...	-731.25	4,268.75
Bill Pmt -Check	9/27/2010	3006	Alabama Secretary ...			Accounts Pay ...	-175.00	4,093.75
Bill Pmt -Check	10/7/2010	3007	Department of Stat...			Accounts Pay ...	-600.00	3,493.75
Bill Pmt -Check	10/7/2010	3008	State of Louisiana			Accounts Pay ...	-100.00	3,393.75
Bill Pmt -Check	10/28/2010	3009	Alabama Departme ...			Accounts Pay ...	-100.00	3,293.75
General Journal	10/29/2010	4				Bank Service ...	-25.00	3,268.75
Bill Pmt -Check	11/5/2010	5011 ...	Alabama Secretary ...			Accounts Pay ...	-5.15	3,263.60
Bill Pmt -Check	11/19/2010	3010	Louisiana Departme ...			Accounts Pay ...	-10.00	3,253.60
Bill Pmt -Check	11/19/2010	3011	State of South Caro ...	VOID:	X	Accounts Pay ...	0.00	3,253.60
General Journal	11/30/2010	5				Bank Service ...	-25.00	3,228.60
Bill Pmt -Check	12/2/2010	3012	CT Corporation			Accounts Pay ...	-278.00	2,950.60
General Journal	12/31/2010	6				Bank Service ...	-25.00	2,925.60
General Journal	1/10/2011	11				Bank Service ...	25.00	2,950.60
Bill Pmt -Check	1/13/2011	3013	CT Corporation			Accounts Pay ...	-834.00	2,116.60
Bill Pmt -Check	1/23/2011	3014	Ideaworks			Accounts Pay ...	-220.00	1,896.60
Bill Pmt -Check	1/23/2011	3015	Lozier, Thames & F ...			Accounts Pay ...	-6.75	1,889.85
Bill Pmt -Check	1/23/2011	3016	Shibuminet			Accounts Pay ...	-257.46	1,632.39
Bill Pmt -Check	1/23/2011	3017	Caron M. Sjoberg			Accounts Pay ...	-69.00	1,563.39
Bill Pmt -Check	1/23/2011	3018	Debra Warford			Accounts Pay ...	-60.00	1,503.39
General Journal	1/24/2011	12				Travel Expense	-157.68	1,345.71
Bill Pmt -Check	2/1/2011	3025	Lozier, Thames & F ...			Accounts Pay ...	-1,680.00	-334.29
Bill Pmt -Check	2/3/2011	3019	Technologies Mana ...			Accounts Pay ...	-7,000.00	-7,334.29
General Journal	2/3/2011	13				T-Wire Money ...	10,000.00	2,665.71
Bill Pmt -Check	2/11/2011	3020	State of South Caro ...			Accounts Pay ...	-135.00	2,530.71

9:08 AM

05/02/11

Accrual Basis

**T -Wire Corporation**  
**Balance Sheet Detail**  
 As of May 2, 2011

Type	Date	Num	Name	Memo	elr	Split	Amount	Balance
Bill Pmt -Check	2/11/2011	3021	SC Department of ...			Accounts Pay ...	-25.00	2,505.71
General Journal	2/28/2011	14		Delta Airlines ...		Travel Expense	-878.80	1,626.91
General Journal	3/14/2011	15		Marta Atlanta		Travel Expense	-19.50	1,607.41
Bill Pmt -Check	3/24/2011	3023	GA Secretary of State			Accounts Pay ...	-50.00	1,557.41
Bill Pmt -Check	4/12/2011	3024	Debra Warford			Accounts Pay ...	-25.00	1,532.41
Bill Pmt -Check	4/15/2011	3026	Tenn Department of...			Accounts Pay ...	-100.00	1,432.41
Check	4/18/2011	3027	State of Florida	ANNUAL CO ...		Licenses & Pe ...	-150.00	1,282.41
Check	4/20/2011	3028	Tenn Department of...			Licenses & Pe ...	-22.25	1,260.16
Check	4/20/2011	3029	GA Secretary of State			Dues and Sub ...	-50.00	1,210.16
General Journal	4/20/2011	20				Meals and En!...	-7.80	1,202.36
Check	4/22/2011	3030	Alabama Departme ...	BUS TAX		Dues and Sub ...	-2.80	1,199.56
Check	4/22/2011	3031	Alabama Departme ...	BUS TAX		Licenses & Pe ...	-112.00	1,087.56
General Journal	4/22/2011	21	Chuck Emling	DELTA USA. ..		-SPLIT-	-339.40	748.16
General Journal	4/22/2011	21	Caron Sjoberg	DELTA USA. ..		T-Wire Opera!...	-339.40	408.76
General Journal	4/27/2011	19				T-Wire Money ...	10,000.00	10,408.76
Check	4/29/2011	3032	Paul Brantley Attorn ...			Dues and Sub ...	-3,000.00	7,408.76
Total T-Wire Operating Account							7,408.76	7,408.76
							--	
Total Checking!Savings							74,901.53	74,901.53
								0.00
Accounts Receivable								0.00
Accounts Receivable								0.00
Payment	7/9/2010		Caron Sjoberg			Undeposited F ..	0.00	0.00
Payment	7/9/2010		Chuck Emling			Undeposited F ..	0.00	0.00
Total Accounts Receivable							0.00	0.00
							--	
Total Accounts Receivable							0.00	0.00
Other Current Assets								0.00
Undeposited Funds								0.00
Payment	7/9/2010		Chuck Emling		X	Accounts Rec ..	0.00	0.00
Payment	7/9/2010		Caron Sjoberg		X	Accounts Rec ..	0.00	0.00
Total Undeposited Funds							0.00	0.00
							--	
Total Other Current Assets							0.00	0.00
							--	
Total Current Assets							74,901.53	74,901.53
Fixed Assets								0.00
Accumulated Depreciation								0.00
Total Accumulated Depreciation								0.00
Furniture and Equipment								0.00
Total Furniture and Equipment								0.00
Total Fixed Assets								0.00

9:08 AM

05102/11

Accrual Basis

**T -Wire Corporation**  
**Balance Sheet Detail**  
 As of May 2, 2011

Type	Date	Num	Name	Memo	en	Split	Amount	Balance
Other Assets					-			0.00
Total Other Assets								0.00
<b>TOTAL ASSETS</b>							<b>74,901.53</b>	<b>74,901.53</b>
<b>LIABILITIES &amp; EQUITY</b>								0.00
Liabilities								0.00
Current Liabilities								0.00
Accounts Payable								0.00
Accounts Payable								0.00
Bill	7/1/2010	13075	Lozier, Thames & F ...			Legal Fees	1,610.00	1,610.00
Bill Pmt -Check	7/2/2010	3003	Lozier, Thames & F ...			T-Wire Operat...	-1,610.00	0.00
Bill	7/13/2010	201006	Caron M. Sjoberg	Reimburse		Professional F ...	5,850.00	5,850.00
Bill Pmt -Check	7/13/2010	3001	Caron M. Sjoberg	Reimburse		T-Wire Operat...	-5,850.00	0.00
Bill	7/23/2010	FILEAL	Alabama Secretary ...			Licenses & Pe ...	175.00	175.00
Bill Pmt -Check	7/23/2010	3002	Alabama Secretary ...	VOID:	X	T-Wire Operat...	0.00	175.00
Bill	8/1/2010	13233	Lozier, Thames & F ...			Legal Fees	6.75	181.75
Bill	8/2/2010	13102	Lozier, Thames & F ...			Legal Fees	731.25	913.00
Bill	8/25/2010	FILEGA	GA Secretary of State			Licenses & Pe ...	225.00	1,138.00
Bill Pmt -Check	8/25/2010	3004	GA Secretary of State			T -Wire Opera!...	-225.00	913.00
Bill	9/12/2010	1749	Shibuminet			Professional F ...	75.00	988.00
Bill	9/12/2010	1748	Shibuminet			Office Supplies	182.46	1,170.46
Bill Pmt -Check	9/24/2010	3005	Lozier, Thames & F ...			T-Wire Opera!...	-731.25	439.21
Bill Pmt -Check	9/27/2010	3006	Alabama Secretary ...			T -Wire Operat ...	-175.00	264.21
Bill	9/30/2010	11073	Ideaworks			Dues and SUB ...	220.00	484.21
Bill	10/7/2010	FILE1 ...	Department of Stat...			Licenses & Pe ...	600.00	1,084.21
Bill Pmt -Check	10/7/2010	3007	Department of Stat...			T -Wire Opera!...	-600.00	484.21
Bill	10/7/2010	FILEL ...	State of Louisiana			Licenses & Pe ...	100.00	584.21
Bill Pmt -Check	10/7/2010	3008	State of Louisiana			T -Wire Opera!...	-100.00	484.21
Bill	10/28/2010	BUSL ...	Alabama Departme ...			Licenses & Pe ...	100.00	584.21
Bill Pmt -Check	10/28/2010	3009	Alabama Departme ...			T -Wire Operat ...	-100.00	484.21
Bill	11/5/2010	LICA ...	Alabama Secretary ...			Licenses & Pe ...	5.15	489.36
Bill Pmt -Check	11/5/2010	5011 ...	Alabama Secretary ...			T -Wire Opera!...	-5.15	484.21
Bill	11/19/2010	LATA. ..	Louisiana Departme ...			Licenses & Pe ...	10.00	494.21
Bill Pmt -Check	11/19/2010	3010	Louisiana Departme ...			T -Wire Opera!...	-10.00	484.21
Bill	11/19/2010	LICS ...	State of South Caro ...	VOID:	X	Licenses & Pe ...	0.00	484.21
Bill Pmt -Check	11/19/2010	3011	State of South Caro ...	VOID:	X	T -Wire Opera!...	0.00	484.21
Bill	12/2/2010	LAFO ...	CT Corporation			Legal Fees	278.00	762.21
Bill Pmt -Check	12/2/2010	3012	CT Corporation			T -Wire Opera!...	-278.00	484.21
Bill	1/13/2011	6419 ...	CT Corporation			-SPLIT-	834.00	1,318.21
Bill Pmt -Check	1/13/2011	3013	CT Corporation			T -Wire Opera!...	-834.00	484.21
Bill Pmt -Check	1/23/2011	3014	Ideaworks			T-Wire Operat...	-220.00	264.21
Bill Pmt -Check	1/23/2011	3015	Lozier, Thames & F ...			T -Wire Opera!...	-6.75	257.46
Bill Pmt -Check	1/23/2011	3016	Shibuminet			T-Wire Operat...	-257.46	0.00
Bill	1/23/2011	CSR ...	Caron M. Sjoberg			Professional F ...	69.00	69.00
Bill Pmt -Check	1/23/2011	3017	Caron M. Sjoberg			T -Wire Operat ...	-69.00	0.00
Bill	1/23/2011	DWB ...	Debra Warford			Professional F ...	60.00	60.00
Bill Pmt -Check	1/23/2011	3018	Qebra Warford			T-Wire Operat.,	-60.00	0.00



9:08AM

05102/11

Accrual Basis

# T -Wire Corporation Balance Sheet Detail

As of May 2, 2011

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Bill	2/1/2011	13447	Lozier, Thames & F ...			Legal Fees	1,680.00	1,680.00
Bill Pmt -Check	2/1/2011	3025	Lozier, Thames & F ...			T-Wire Opera!...	-1,680.00	0.00
Bill Pmt -Check	2/13/2011	3019	Technologies Mana ...			T-Wire Operat ...	-7,000.00	-7,000.00
Bill	2/11/2011	SC02 ...	State of South Caro ...			Licenses & Pe ...	135.00	-6,865.00
Bill	2/11/2011	SCFE ...	SC Department of ...			Licenses & Pe ...	25.00	-6,840.00
Bill Pmt -Check	2/11/2011	3020	State of South Caro ...			T-Wire Operat ...	-135.00	-6,975.00
Bill Pmt -Check	2/11/2011	3021	SC Department of ...			T-Wire Opera!..	-25.00	-7,000.00
Bill	3/24/2011	GAFE ...	GA Secretary of State			Licenses & Pe ...	50.00	-6,950.00
Bill Pmt -Check	3/24/2011	3023	GA Secretary of State			T-Wire Operat ...	-50.00	-7,000.00
Bill	4/1/2011	1057 ...	Technologies Mana ...			Professional F ...	1,280.24	-5,719.76
Bill	4/12/2011	BOO ...	Debra Warford			Professional F ...	25.00	-5,694.76
Bill Pmt -Check	4/12/2011	3024	Debra Warford			T-Wire Opera!...	-25.00	-5,719.76
Bill	4/15/2011	0415	Tenn Department of ...			Licenses & Pe ...	100.00	-5,619.76
Bill Pmt -Check	4/15/2011	3026	Tenn Department of ...			T -Wire Opera!...	-100.00	-5,719.76
Total Accounts Payable							-5,719.76	-5,719.76
Total Accounts Payable							-5,719.76	-5,719.76
Credit Cards								0.00
Total Credit Cards								0.00
Other Current Liabilities								0.00
Sales Tax Payable								0.00
Total Sales Tax Payable								0.00
Total Other Current Liabilities								0.00
Total Current Liabilities							-5,719.76	-5,719.76
Long Term Liabilities								0.00
Total Long Term Liabilities								0.00
Total Liabilities							-5,719.76	-5,719.76
Equity								0.00
Capital Stock								0.00
Total Capital Stock								0.00
Dividends Paid								0.00
Total Dividends Paid								0.00
Opening Balance Equity								0.00
General Journal	7/912010	1		Caron Sjober ...		T-Wire Opera!...	100,000.00	100,000.00
Total Opening Balance Equity							100,000.00	100,000.00

9:08AM  
05/02/11  
Accrual Basis

T -Wire Corporation  
**Balance Sheet Detail**  
As of May 2, 2011

Type	Date	Num	Name	Memo	elr	Split	Amount	Balance
Retained Earnings								0.00
	Closing						-10,103.95	-10,103.95
Entry	12/31/2010						-10,103.95	-10,103.95
Total Retained Earnings								0.00
Net Income							-9,274.76	-9,274.76
Total Net Income							80,621.29	80,621.29
Total Equity							--	--
TOTAL LIABILITIES & EQUITY							74,901.53	74,901.53

**APPLICATION OF T-WIRE CORPORATION**

**EXHIBIT IV**

Number of Prospective Customers with  
Estimated Annual Operating Revenue

and

Three Year Projected Cash Flow Statement and/or  
Market Feasibility Study

The Company has not conducted a market feasibility study at this time and has not projected the number of prospective customers on a state-by-state basis.

**APPLICATION OF T-WIRE CORPORATION**

**EXHIBIT V-a**

**Illustrative Local Exchange Tariff**

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF**

**ALABAMA**

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS**

**ILLUSTRATIVE TARIFF**

**FOR**

**T -WIRE CORPORATION**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by T-Wire Corporation ("T-Wire") with principal offices located at 1110 N. Palafox Street, Pensacola, FL 32501.

This tariff applies for services furnished within the State of Alabama. This tariff is on file with the Alabama Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued MAY 06 1011  
Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	33	Original	*
1	Original	*	34	Original	*
2	Original	*	35	Original	*
3	Original	*	36	Original	*
4	Original	*	37	Original	*
5	Original	*	38	Original	*
6	Original	*	39	Original	*
7	Original	*	40	Original	*
8	Original	*	41	Original	*
9	Original	*	42	Original	*
10	Original	*	43	Original	*
11	Original	*	44	Original	*
12	Original	*	45	Original	*
13	Original	*	46	Original	*
14	Original	*	47	Original	*
15	Original	*	48	Original	*
16	Original	*	49	Original	*
17	Original	*	50	Original	*
18	Original	*	51	Original	*
19	Original	*	52	Original	*
20	Original	*	53	Original	*
21	Original	*	54	Original	*
22	Original	*	55	Original	*
23	Original	*	56	Original	*
24	Original	*	57	Original	*
25	Original	*	58	Original	*
26	Original	*	59	Original	*
27	Original	*	60	Original	*
28	Original	*	61	Original	*
29	Original	*	62	Original	*
30	Original	*	63	Original	*
31	Original	*			
32	Original	*			

\* - Indicates pages submitted with most recent filing.

Issued: MAY 11 2010

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

TABLE OF CONTENTS

Title Page ..... Cover

Check Sheet  
1

Table of Contents ..... 2

Explanation of Symbols ..... 3

Tariff Format ..... 4

Application ofTariff ..... 5

Section 1 - Defmition of Terms and Abbreviations ..... 6

Section 2 - Rules and Regulations ..... 9

Section 3 - Local Service Areas ..... 44

Section 4 - Service Order Charges ..... 45

Section 5 - Local Exchange Service ..... 50

Section 6 - Miscellaneous Services ..... 54

Section 7 - Special Arrangements ..... 63

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

EXPLANATION OF SYMBOLS

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

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

Issued: M(~/ {} 6,0U

Issued by: Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:



## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## TARIFF FORMAT

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

1.


 Issued: C:U II

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

**APPLICATION OF TARIFF**

This tariff contains the regulations, rates and charges applicable to the provision of competitive local telecommunications services by T -Wire Corporation for the use of Customers in transmitting messages within the State of Alabama, subject to the jurisdiction of the Alabama Public Service Commission ("Commission"). Services include, but are not limited to resold and facilities-based voice services within the State of Alabama. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This tariff is on file with the Alabama Public Service Commission. In addition, this tariff is available for review at the main office of T-Wire Corporation at 1110 N. Palafox Street, Pensacola, FL 32501.

Issued: <sup>MAV</sup> 0610ft

Effective:

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITNELOCALEXCHANGETELECO~CATIONSTARWF

SECTION 1- DEFINITION OF TERMS AND ABBREVIATIONS

For the purpose of this tariff, the following definitions will apply:

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

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

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

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

Commission - The Alabama Public Service Commission.

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

Company - T-Wire Corporation, the issuer of this tariff.

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

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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

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

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

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

Issued: Mar 06 2.01

Effective:

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (Cont'd.)

ICB - Individual Case Basis.

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

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

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

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

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

Point of Presence ("POP") - Point of Presence

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

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

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

Issued: 

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (Cont'd.)

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

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

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

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

Issued: **MAY 0 620ft**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

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

Issued: **May 6 2020**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff 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. Cancellation notice requirements will be specified in a written contract/service agreement.
- D. In any action between the parties to enforce any provision of this rate sheet, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff; or
  - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Alabama without regard for its choice of laws provision.

Issued: MAY ~ 6) 20ff  
Issued by:

Charles A. Emling, Chief Financial Officer  
IIION. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.3 Terms and Conditions, (Cont'd.)

- G. Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- I. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

Issued: M4r'6<sub>2D11</sub>

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:



COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.4 Limitations on Liability

- A. Except *as* otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 and direct damages of up to the equivalent of one month's service.
- B. Except for the extension of allowances to the Customer for interruptions *in* service *as* set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued: MAI • 6 20 11

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.4 Limitations on Liability, (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: A. the Customer, B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or C. common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

Issued: MA 11 ~ 6

Issued by: 20ff Charles A. Emling, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.1.4 Limitations on Liability, (Cont'd.)**

**D. (Cont'd.)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

Issued: **MAY 0 620ft**  
Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.4 Limitations on Liability, (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly rate sheet rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly rate sheet rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

Issued: **MAY 06 2008**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of anyone of them.

Issued: **MM 0 620U**  
Issued by:

Charles A. Emling, Chief Financial Officer  
IIIION. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.5 Provision of Equipment and Facilities

- A. 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 rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, 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.
- C. 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.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Issued: WAYO 6 2011

Issued by:

....

Charles A. Emlmg, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.5 Provision of Equipment and Facilities, (Cont'd.)

F 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 rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

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

2.1.6 Nonroutine Installation

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

Issued: **MAf 0 62011**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.7 Special Construction

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

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

2.1.8 Ownership of Facilities

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

Issued: **11 • 6 2011**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:



COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Alabama Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

Issued: **MAY 16 2011**  
Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.3 Obligations of the Customer

## 2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- c. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1 C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

Issued: **May 06**

Issued by:

Charles A. Emling, Chief Financial Officer  
110 N. Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.3 Obligations of the Customer, (Cont'd.)

## 2.3.1 General, (Cont'd.)

- 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 under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

Issued: **IIAr. 6 28"**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

ac  
ol  
a,  
FL  
32  
56  
01

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.4 Customer Equipment and Channels

## 2.4.1 General

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

## 2.4.2 Station Equipment

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

Issued: mY.I; 6 2011

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this rate sheet may be connected to Customer provided terminal equipment in accordance with the provisions of this rate sheet. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this rate sheet only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

Issued: **1AY • 8 2811**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2A.2B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

Issued: **MAY 2011**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:



COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Alabama gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

Issue JIA Y 0 6 2011

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated pro rata based on the actual number of days in the month.

Issued: **IAV., 6** 2011  
Issued by:

Charles A. Emling, Chief Financial Officer  
IIIION. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5 per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3 of this tariff.

Issued: MAY 6 '0)

Issued by: Charles A. Emling, Chief Financial Officer  
HION, Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.5 Payment Arrangements, (Cont'd.)

## 2.5.3 Late Payment Fee

If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5 per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

## 2.5.4 Return Check Charge

A service charge equal to \$20.00 will be assessed in accordance with Alabama law for all checks or other payment type submitted by the Customer to the Company and returned or dishonored by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

## 2.5.5 Disputed Bills

The Customer should notify the Company of any disputed items on an invoice within thirty (30) 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 Alabama Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Alabama Public Service Commission  
P.O. Box 991  
Montgomery, Alabama 36101-0991  
Telephone: (334) 242-5211  
Facsimile: (334) 242-0727  
Toll-Free: (800) 392-8050

Issued: MAY  
Issued by:

0 620ft

1. Ch. ff. Officer  
Charles A. Em mg. ie mancia icer  
IliON. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.7 Deposits

The Company does not collect Customer deposits.

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.5 Payment Arrangements, (Cont'd.)

## 2.5.8 Discontinuance of Service for Cause

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

Upon the Company's discontinuance of service to the Customer under Section 2.5.8.A or 2.5.8.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A. Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 25 days from the date of the bill and only following proper written notification.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- c. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

Issued: BAY4<sub>1-</sub>  
Issued by:

20~~

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Discontinuance of Service for Cause, (Cont'd.)

- E. Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- G. Without notice in the event of tampering with the equipment or services furnished by the Company.
- H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (i.e., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

2.5.9 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company notice of desire to terminate service.

Issued: **MAY 05** 2011

Issued by:

Charles A. Emling, Chief Financial Officer  
IIIION, Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.10 Cancellation of Application for Service- Contract Services Only

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described above will be calculated and applied on a case-by-case basis.

2.5.11 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

Issued: **1Av 06 2D**

Issued by: 11 Charles A. Emling, Chief Financial Officer  
111 0 N. Palafox Street  
Pensacola, FL 325601

Effective:



COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service

2.6.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- c. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Issued: 6/20/2016

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.6.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

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

Issued: **IN; 46 20"**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.6 Allowances for Interruption in Service, (Cont'd.)

## 2.6.4 Application of Credits for Interruptions in Service

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

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

Issued NAY 06 2011  
Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruption in Service, (Cont'd.)

2.6.4 Application of Credits for Interruptions in Service, (Cont'd.)

E. Interruptions Over 24 Hours and Less Than 72 Hours

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

F. Interruptions Over 72 Hours

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

2.6.5 Limitations on Allowances

No credit allowance will be made for:

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

Issued: **MAY 06 2011**

Issued by:

Charles A. Emling, Chief Financial Officer  
IIIION, Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruption in Service, (Cont'd.)

2.6.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (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.

2.6.7 Use of Another Means of Communication

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

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

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

Issued: **MAY 06 2011**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be specified in a written Contract/Service agreement and may be equal to:

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

2.9 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:

2.9.1 to any subsidiary, parent company or affiliate of the Company; or

2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.9.3 pursuant to any financing, merger or reorganization of the Company.

Issued AY 16 2011

Issued by:

Charles A. Emling, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

## 2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

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

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.11 Use of Customer's Service by Others - Resale and Sharing

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

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

## 2.12 Notices and Communications

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

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

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

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

## 2.13 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

Issued MAY 08 2011  
Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:



COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.14 Miscellaneous Provisions

2.14.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

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

2.14.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

Issued: **MAY 6 2011**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 3 -LOCAL SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, **in** areas currently served by the following Incumbent LECs:

- 1) BellSouth Telecommunications, Inc.

**Issued: 06/06/00**

Issued by:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 4 - SERVICE ORDER CHARGES

## 4.1 Service Order and Change Charges

## 4.1.1 Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

## 4.1.2 Rates

## Line Connection Charge

Primary Line	\$50.00
Secondary Line	\$30.00

## Service Order Charge

Moves/Adds/Changes	\$35.00
--------------------	---------

## 4.2 Restoral Charge

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

Per occasion, per line:	\$35.00
-------------------------	---------

Issued *2011*  
DY: v o

Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

## 4.3 Carrier Presubscription

## 4.3.1 General

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

4.3.2 Presubscription Options - Customers may select the same carrier or separate carriers for IntraLA TA and InterLA TA long distance. The following options for long distance Presubscription are available:

- Option A: Customer selects the Company as the presubscribed carrier for IntraLA TA and InterLATA toll calls subject to presubscription.
- Option B: Customer may select the Company as the presubscribed carrier for IntraLA TA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C: Customer may select a carrier other than the Company for IntraLA TA toll calls subject to presubscription and the Company for InterLA TA toll calls subject to presubscription.
- Option D: Customer may select the carrier other than the Company for both IntraLA TA and InterLATA toll calls subject to presubscription
- Option E: Customer may select two different carriers, neither being the Company for IntraLATA and InterLATA toll calls. One carrier to be the Customers' primary intraLA TA interexchange carrier. The other carrier to be the Customer's primary InterLATA interexchange carrier.
- Option F: Customer may select a carrier other than the Company for no presubscribed carrier for IntraLATA toll calls subject to pre subscription which will require the Customer to dial a carrier access code to route all IntraLA TA toll calls to the carrier of choice for each call.

Issued: **06 2011**

Issued by:

Charles A. Emling, III, Chief Financial Officer  
IIION. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.3 Carrier Presubscription, (Cont'd.)

4.3.3 Rules and Regulations

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

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or pre subscribed toll carrier at any time subject to charges specified in 4.3.5 below.

4.3.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a pre-subscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.3.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

Issued: **MAY 6, 2006**

Issued by:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.3 Carrier Presubscription, (Cont'd.)**

**4.3.5 Presubscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.3.4 above, for any change thereafter, an Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

Issued: **February 6, 2011**

Issued by:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

**4.4 Pay Telephone Surcharge**

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

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

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

Rate Per Call: \$0.60

Issued: **IAY06 2011**  
Issued by:

Effective:

Charles A. Emling, III, Chief Financial Officer  
110N. Palafox Street  
Pensacola, FL 325601

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 5 - LOCAL EXCHANGE SERVICE

## 5.1 General

Local exchange service is offered to residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

**Issued:** 11/11/01

Issued by:

Charles A. Emling, III, Chief Financial Officer  
IIIION, Palafox Street  
Pensacola, FL 325601

Effective:



COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Charges Based on Duration of Use

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

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

Issued: **JAY 06 20n**

Issued by:

Charles A. Emling, III, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service

5.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Issued: MAY ® 6 2VH  
Issued by:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service, (Cont'd.)

5.3.2 Residential Flat Rate Local Exchange Service

Flat Rate Local Exchange Service provides a residential Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

Monthly Rate, per line:                 \$25.00

Issued: **MAY 06 20"**  
Issued by:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - MISCELLANEOUS SERVICES

6.1 LifeLine Service

6.1.1 Eligibility

To be eligible for the Lifeline credit, a customer must be a current recipient of anyone of the following low income assistance programs:

Temporary Assistance to Needy Families (TANF), previously known as AFDC

Supplemental Security Income (SSI)

Food Stamps

Medicaid

Low Income Home Energy Assistance Program (LI-IEAP)

Federal Public Housing Assistance

National School Lunch Program's Free Lunch Initiative (NSLP)

Additionally, customers not receiving benefits under one of the preceding programs, and whose total gross annual income does not exceed one hundred and thirty-five percent (135) of the federal poverty guidelines, meet the requirements of a State established means test and may apply directly to the Company for eligibility certification.

All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

Issued: **MAY 06 20U**

Issued by:

Charles A. Emling, Chief Financial Officer  
IliON, Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

## 6.1 LifeLine Service, (Cont'd.)

## 6.1.2 Certification

Proof of eligibility in any of the qualifying low income assistance programs should be provided by the eligible Lifeline subscriber to the Company at the time of application for service. Eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Alabama Lifeline eligible programs and identifying the qualifying program. The lifeline credit will not be established until the Company has received such signed document. If the Customer requests installation prior to the Company's receipt of proof of eligibility, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.

The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.

When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within sixty (60) days, the Lifeline credit will be discontinued.

As a reseller providing Lifeline service from this tariff, the Company is responsible for determining proof of eligibility prior to requesting the service. As set forth in 47 C.F.R. S 417(a) and (b), a reseller must provide a certification, upon request to the Commission, the Administrator or the ILEC that it is complying with all FCC and applicable State requirements governing Lifeline/Link-Up programs, including certification and verification procedures. The Company is required to retain the required documentation for three (3) years and be able to produce the documentation to the Commission or its Administrator to demonstrate that they are providing discounted services only to qualified low-income customers as outlined in 6.1.2 above.

Issued: **MAY 06** ~Off  
Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.1 LifeLine Service, (Cont'd.)

6.1.2 Certification, (Cont'd.)

Disclosure requirements described preceding are applicable to resellers of Lifeline service.

6.1.3 Rates and Charges

- A. Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- B. Service charges are applicable for installing or changing Lifeline service.
- C. Link-Up connection assistance may be available for installing or relocating Lifeline service.
- D. The secondary service charge is not applicable when existing service is converted intact to Lifeline service.

Issued: **MAY 08 2016**

Issued by:

f Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)**

**6.1 LifeLine Service, (Cont'd.)**

**6.1.4 Credits**

The total Lifeline credit consists of one federal credit plus one Company credit.

1.	Federal Credit	Monthly
a.	Temporary Assistance for Needy Families (TANF)	\$ 10.00
h.	Supplemental Security Income (SSI)	\$ 10.00
i.	Food Stamps	\$ 10.00
j.	Medicaid	\$ 10.00
k.	Low Income Home Energy Assistance Program (LIHEAP)	\$ 10.00
f	Federal Public Housing Assistance	\$ 10.00
g.	Natl. School Lunch Programs Free Lunch Initiative (NSLP)	\$ 10.00
h.	State Means Test	
2.	Company Credit	
a.	One per Lifeline service	\$ 3.50

Issued: **MAY 08 20"**  
Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.1 LifeLine Service, (Cont'd.)

6.1.5 Tribal Lifeline

A. Description of Service

Qualified residents of federally recognized tribal lands may receive up to thirty dollars (\$30.00) per month in addition to federal Lifeline support for their residential service. A one dollar (\$1.00) minimum charge is applicable for basic local service.

B. Regulations

1. Tribal Lifeline support is in addition to traditional Lifeline support.
2. All Lifeline regulations are applicable to Tribal Lifeline.

C. Eligibility

To qualify, in addition to meeting the tribal land residency requirement, the customer may be a current recipient of any of the programs identified for Lifeline, or may be a recipient of one of the following federal programs:

1. BIA (Bureau of Indian Affairs) General Assistance
2. TANF tribally administered block grant program
3. Head Start Program (income eligible)
4. National School Lunch Program (free meals)

D. Rates and Charges

1. General

- a. The charge for basic local service will not be less than one dollar (\$1.00) per month.
- b. The Tribal Lifeline credit is in addition to state and federal Lifeline credits preceding.

Issued: **MAY 06 2011**  
Issued by:

Charles A. Emling, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 325601

Effective:



COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Link-Up

6.2.1 General

Link-Up is a program designed to increase the availability of telecommunications service to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying low income residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Alabama Public Service Commission and are as set forth in this tariff.

Link-Up is supported by the federal universal service support mechanism.

A federal credit amount of fifty percent (50) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

6.2.2 Regulations

Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.

Link-Up connection assistance is available per household and is applicable to the primary residential connection only.

The Link-Up credit is available each time the customer installs or relocates the primary residential service.

To receive the credit, proof of eligibility must be provided prior to installation of service.

The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

Link-Up service is exempt from the installation billing service fee.

Issued: WAY @ 8 20U

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Link-Up, (Cont'd.)

6.2.3 Eligibility

- A. To be eligible for a Link-Up credit, the named subscriber must be a current recipient of any of the following law income assistance programs:
  - 1. Temporary Assistance to Needy Families (TANF), previously known as AFDC
  - 2. Supplemental Security Income (SSI)
  - 3. Food Stamps
  - 4. Medicaid
  - 5. Low Income Home Energy Assistance Plan (LIHEAP)
  - 6. Federal Public Housing Assistance
  - 7. Natl. School Lunch Programs Free Lunch Initiative (NSLP)
- B. Additionally, customers not receiving benefits under one of the preceding programs, and whose total gross annual income does not exceed one hundred and thirty-five percent (135) of the federal poverty guidelines, meet the requirements of a State established means test and may apply directly to the Company of eligibility certification.
- C. All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

Issued Aug 8 2011

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Link-Up

6.2.3 Certification

- A. Proof of eligibility in any of the qualifying low income assistance programs should be provided by the eligible Link-Up subscriber to the Company at the time of application for service. Eligible Link-Up subscribers may enroll in the Link-Up program by signing a document certifying under penalty of perjury that the customer participates in one of the Alabama Link-Up programs and identifying the qualifying program. The Link-Up credit will not be established until the Company has received such signed document. If the customer requests installation without proof of eligibility, the requested service will be provided without the Link-Up credit.
- B. The use of disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.
- C. As a reseller providing Link-Up service from this tariff, the Company is responsible for determining proof of eligibility prior to requesting service. As set forth in 47 C.F.R. S417(a) and (b), a reseller must provide a certification, upon request, to the Commission, the Administrator or the ILEC, that it is complying with all FCC and applicable State requirements governing Lifeline Link-Up programs, including certification and verification procedures. The Company is required to retain the required documentation for three (3) years and be able to produce the documentation to the Commission or its Administrator to demonstrate that they are providing discounted services only to qualified low-income customers. Disclosure requirements described in 6.2.3(B) preceding are applicable to resellers of Link-Up service.

6.2.4 Rates and Charges

The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50) of the installation and service charges from this Tariff, whichever is less.

Issued: it\, Q1 ~20ff

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

Effective:

*COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF*

## SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

## 6.2 Link-Up, (Cont'd.)

## 6.2.5 Tribal Link-Up

## A. Description of Service

Qualified residents of federally recognized lands may receive up to seventy dollars (\$70.00) in additional federal Link-Up support for their residential service. The additional credit is available to cover regulated charges applicable for the initial connection of service, such as installation and service charges, line extension and special construction charges. All Link-Up regulations are applicable to Tribal Link-Up.

## B. Eligibility

To qualify, in addition to meeting a tribal land residency requirement, the customer may be a current recipient of any of the programs identified for Lifeline, Link-Up or may be a recipient of one of the following federal programs:

1. BIA (Bureau of Indian Affairs) General Assistance
2. TANF tribally administered block grant programs
3. Head Start Program (income eligible)
4. Natl. School Lunch Program (free meals)

## C. Rates and Charges

1. A federal credit of up to seventy dollars (\$70.00) is available to cover one hundred percent (100) of the connection charges between sixty dollars (\$60.00) and one hundred and thirty dollars (\$130.00).
2. The tribal Link-Up credit is an addition to the Link-Up credits preceding.

Issued: **1M, 6 6 ID''**

Issued by:

Charles A. Emling, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 325601

Effective:

## COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 7 - SPECIAL ARRANGEMENTS

## 7.1 Contract Service Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Issued: { Iitr q 6 2 U IV

Issued by:

Charles A. Emling, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 325601

Effective:

**APPLICATION OF T-WIRE CORPORATION**

**EXHIBITV-b**

**Illustrative Access Services Tariff**

*COMPETITIVE* ACCESS PROVIDER SERVICES TARIFF

ALABAMA

TELECOMMUNICATIONS ACCESS SERVICES

ILLUSTRATIVE TARIFF

FOR

T-WIRE CORPORATION

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by T-Wire Corporation, within the State of Alabama. This Tariff is on file with the Alabama Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 1110 N. Palafox Street, Pensacola, FL 32501.

Issued: *MAY 6 '91*

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION
1	Original	*	26	Original	*		
2	Original	*	27	Original	*		
3	Original	*	28	Original	*		
4	Original	*	29	Original	*		
5	Original	*	30	Original	*		
6	Original	*	31	Original	*		
7	Original	*	32	Original	*		
8	Original	*	33	Original	*		
9	Original	*	34	Original	*		
10	Original	*	35	Original	*		
11	Original	*	36	Original	*		
12	Original	*	37	Original	*		
13	Original	*	38	Original	*		
14	Original	*	39	Original	*		
15	Original	*	40	Original	*		
16	Original	*	41	Original	*		
17	Original	*	42	Original	*		
18	Original	*	43	Original	*		
19	Original	*	44	Original	*		
20	Original	*	45	Original	*		
21	Original	*	46	Original	*		
22	Original	*	47	Original	*		
23	Original	*					
24	Original	*					
25	Original	*					

\* - indicates pages included in this filing

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501



## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## TABLE OF CONTENTS

Title Page .....	Title
Check Sheet 1	
Table of Contents .....	2
Symbols .....	3
Tariff Format .....	4
Section 1 - Definitions .....	5
Section 2 - Rules and Regulations .....	10
Section 3 - Ordering Options for Access Service .....	36
Section 4 - Switched Access Service .....	38
Section 5 - Switched Access Rates .....	41
Section 6 - Local Traffic Exchange and Termination .....	46
Section 7 - Contracts and Individual Case Basis Arrangements .....	47

Issued: **MAY 0 G 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

**SYMBOLS**

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

- |   |   |
|---|---|
| D | Delete or discontinue.  |
| I | Change resulting in an increase to a Customer's bill.         |
| M | Moved from another tariff location.                           |
| N | New.  |
| R | Change resulting in a reduction to a Customer's bill.         |
| T | Change in text or regulation but no change in rate or charge. |

Issued: **MAY 16 20ff**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).(l).

D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

Issued: **MAY 06 zmr**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**SECTION 1 - DEFINITIONS**

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

**Access Code:** A uniform seven digit code assigned by the Company to an individual Customer. 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.

**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.

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

**Co-Carrier:** Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

**Commission:** The Alabama Public Service Commission

**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.

Issued: **NOV 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Company: T-Wire Corporation, issuer of this Tariff

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

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 Tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX 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.

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.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

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

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.

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.

Inter-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

Intra-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

Issued: **MAY 0 620ft**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

**SECTION 1 - DEFINITIONS, (Cont'd.)**

Interexchange Carrier (IXC) 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.

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 base 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.

Local Traffic: Traffic is "Local Traffic" under this Tariff is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different T-Wire Corporation Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, 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 Tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**SECTION 1 - DEFINITIONS, (Cont'd.)**

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

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.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

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

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 both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Issued: **1AY 08**

Effective:

~~m

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**SECTION 1 - DEFINITIONS, (Cont'd.)**

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

**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 Tariff.

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

**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).

**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 Tariff.

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

**Wireless Provider:** Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501



## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 2 - RULES AND REGULATIONS

## 2.1 Undertaking of the Company

## 2.1.1 Scope

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

## 2.1.2 Shortage of Equipment or Facilities

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

Issued: **AtAYO 620ft**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.3 Terms and Conditions

- A. 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 canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. 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.D below.
- D. 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.

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

## 2.1.4 Liability of the Company

- A. 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.
- B. 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 Tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. 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 anyone 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.
- D. 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.

Issued By:

Effective:

Issued: MAY<sup>1m</sup>  
v o 2011Charles A. Emling, III, Chief Financial Officer  
IliON, Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.1.4 Liability of the Company, (Cont'd.)**

- E. 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.
- F. 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.F as a condition precedent to such installations.
- G. 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.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 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 Tariff, 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 Tariff.

Issued: **MAY 06 ZG/1**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.1.4 Liability of the Company, (Cont'd.)**

1. 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 Tariff 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 Tariff.
- J. 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.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. 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.

Issued: **MAY 6 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

## 2.1.4 Liability of the Company, (Cont'd.)

- M. 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.
- N. 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 Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, 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.

Issued: **MAY**

Effective:

**0 620ft**

Issued By:

Charles A. Emling, **III**, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

## 2.1.5 Notification of Service-Affecting Activities

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

## 2.1.6 Provisions of Equipment and Facilities

- A. 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 Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

Issued: **MAY 6 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.6 Provisions of Equipment and Facilities, (Cont'd.)

- F. 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 Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. 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.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

Issued: **LAy 0 6**  
**2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501



## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

## 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 Tariff, special construction offacilities 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;

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.8 Special Construction, (Cont'd.)

- 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 on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff 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 purposes 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 their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 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.

Issued: ~~AL~~ **AL** ~~06~~ **06** 2011

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
IIIION, Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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 Tariff;
- 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 subjugated 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;
- 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 Access Services 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 owned 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;

Issued: **May 06** 2006

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

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

- 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 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.

Issued: **MAY 0 620ft**

Effective:

Issued By:

Charles A. Emling, ill, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

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.

Issued: **MAY 06** 2011

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.3 Obligations of the Customer, (Cont'd.)

## 2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (Pill) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default Pill factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected Pill factor on a quarterly basis.

If no Pill 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.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should 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.D below.

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.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected Pill factor as set forth above will be used until the Customer reports a different projected Pill factor, as set forth below.

Issued: **MAY 06** 2011

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting, (Cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. 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. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

Issued: **MAY 06** 2011

Effective:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

**2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 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.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501



COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS,  
(Cont'd.)

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

2.4.3 Interconnection of Facilities

- A. 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.
- B. 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 tariffs of the other communications carriers which are applicable to such connections.

2.4.4 Inspections

- A. Upon reasonable notification of 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 2A.2.B for the installation, operation, 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.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. 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.

Issued: **IAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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.

A. 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.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

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. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. T - Wire

Corporation will assess a late payment charge equal to 1.5 per month for any past due balance that exceeds 30 days. 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 and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

Issued: **MAY 6** 2011

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

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 Commission in accordance with the Commission's rules of procedures.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any regulated 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.
- B. 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.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon 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.

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B 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 Tariff, 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.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 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 2.5.3.F.1.(a-e), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, 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, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

Issued: **WAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (cont'd)

1. (cont'd)

- (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 2.5.3.A 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 regulated services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the Tariff 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 Tariff, or
  - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - m. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
  - IV. Continuing to have Company End Users presubscribed to the Customer; or
  - V. Any other Fraudulent means or devices; or

2.

Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

Issued: **MAY 06 2an**

Issued By:

Effective:

Charles A. Emling, M, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS,  
(Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (cont'd)

3. Upon ten (10) days' 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 2.5.3 .A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this Tariff 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.

- G. 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.

2.5.4 Cancellation of Application for Service

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

The special charges described will be calculated and applied on a case-by-case basis.

Issued: **MAY 06** 2011

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 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 Tariff by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

Issued: MAY 6 2011

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this Tariff 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.

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 32501



## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.7 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.

## 2.8 Notices and Communications

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 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.
- 2.8.3 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.
- 2.8.4 All notices or other communications required to be given pursuant to this Tariff 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.
- 2.8.5 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.

Issued: **MAY 8 6 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

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

Issued: WitiV Off ~flt1-

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

## 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 Tariff. These charges are in addition to other applicable charges set forth in other sections of this Tariff.

## 3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

## 3.1.2 Minimum Period of Service

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

A. 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; or
2. A move by the Customer to a different building.

B. 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 equivalent to 50,000 billed minutes of use for the applicable service.

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

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

## 3.2 Miscellaneous Charges

Customer Requested Due Date Change': 2	\$50, per order
Customer Requested Expedite/	\$250, per location, per order
Cancellation (after 3 business days from order placement) 2	Full NRCs + \$250, per order
Design Change, DS0IDS 12	\$150, per circuit
Design Change, DS3 and higher'	\$300, per circuit
Administrative Processing/	\$25, per order

Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

- <sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

Issued: **MAY 06 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 4 - SWITCHED ACCESS SERVICE

## 4.1 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 to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

## 4.2 Provision and Description of Switched Access Service Arrangements

## 4.2.1 Feature Group Access

FG Access is provisioned at the DS-I level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

Issued: MAY 0 620ft

Effective:

Issued By:

Charles A. Emling, ill, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

## 4.2.2 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.

## 4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

## 4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1 + or 011 + or 101XXXX. For 1 01XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

## 4.2.5 Originating 800 FG Access

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.

## 4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1 XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

Issued: **LAY 06** 20ff

Effective:

Issued By:

Charles A. Emling, ill, Chief Financial Officer  
IIION. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)**

**4.3 Reports and Testing**

**4.3.1** 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.

**4.3.2** 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.

Issued: **MAY 06 20U**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES

5.1 General

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

There are three types of rates and charges that apply to Switched Access Service:

Non-Recurring Charges: One-time charges that apply for a specific work activity.

Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.

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

Issued: ~ 06 2011

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501



COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories

5.2.1 There are several rate categories which apply to Switched Access Service:

Blended Carrier Switched Access Originating  
Blended Carrier Switched Access Terminating  
Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

Issued: liW 6 2U It

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories, (Cont'd.)

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

Issued May 6 2011

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

## 5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency 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 FG Access ends when the originating FG Access 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.

For terminating calls over FG Access with multi-frequency 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 FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access 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 FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access 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 FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

Issued: **YAY 06** 2011

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.4 Rates and Charges**

**5.4.1 Blended Carrier Switched Access**

Originating	\$0.0225
Terminating	\$0.0225

**5.4.2 Toll-Free 8XX Data Base Query**

Per Query	\$0.0041
-----------	----------

**5.4.3 Switched Access Optional Features**

*All Optional Features are offered on an Individual Case Basis (ICB).*

Issued: **MAY 06**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 6 - LOCAL TRAFFIC EXCHANGE AND TERMINATION

6.1 General

This section establishes the methodology for the exchange and termination of local traffic for carriers that do not have an interconnection agreement with the Company.

6.2 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

6.3 Local Traffic Compensation

Local traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchanged under a Meet Point Billing Arrangement unless and until either the Commission or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

Issued: **MAY 0 620ft**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

## SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

## 7.1 Contracts

The Company may provide any of the services offered under this Tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

## 7.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB arrangements are subject to Commission review.

Issued: **MAY // 6 2011**

Effective:

Issued By:

Charles A. Emling, III, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 32501

**APPLICATION OF T-WIRE CORPORATION**

EXHIBITV-c

Interchange Telecommunications Tariff

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**  
**OF ALABAMA**  
**T-WIRE CORPORATION**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by T-Wire Corporation, ("the Company") with principal offices located at 1110 N. Palafox Street, Pensacola, FL 32501. This tariff is on file with the Alabama Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: May 06 '10

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501



## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

## CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and/or revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

PAGE	REVISION		PAGE	REVISION
Title	Original	*		
1	Original	*		
2	Original	*		
3	Original	*		
4	Original	*		
5	Original	*		
6	Original	*		
7	Original	*		
8	Original	*		
9	Original	*		
10	Original	*		
11	Original	*		
12	Original	*		
13	Original	*		
14	Original	*		
15	Original	*		
16	Original	*		
17	Original	*		
18	Original	*		
19	Original	*		
20	Original	*		
21	Original	*		

\* - indicates those pages included with this filing

Issued: MAY 6 2011

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**TABLE OF CONTENTS**

COVER PAGE	Title
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	5
SECTION 2 - RULES AND REGULATIONS	6
SECTION 3 - DESCRIPTION OF SERVICE	16
SECTION 4 - RATES	21

Issued: **MAY 06 2011**

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) To signify changed listing, rule, or condition that may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify a reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

Issued: MAY 06 2011

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

## TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page 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. LA. 1.( a).I.
  - 2.1. 1.A. 1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1 ).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, 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. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued=MAY 06 2011

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a T - Wire Corporation switching center or point of presence.

Account Codes - Optional, customer defined digits that allow the customer to identify the individual user, department, or client associated with a call.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Call- A completed connection established between a calling station and one or more called stations.

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

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

LEC - Local Exchange Company.

Special Access Origination - Where originating access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination - Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card - A proprietary calling card offered by the Company which enables the Customer to use the Company's service by dialing a Company-provided access number.

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

Issued: MAY 0 620ft

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications within the State of Alabama under terms of this tariff.

The Company undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

Issued: **MAY 06 2011**

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

Issued: MAY 06 2011

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liabilities of the Company

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.4.6 No third party provider or their directors, officers or employees that are directly or indirectly associated with the Company's performance of our services shall be liable to the Customer for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.

Issued: **MAY 06 2011**

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501



## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

## 2.5 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Company's bills are due upon receipt. Amounts not paid within 30 days from the due date of the invoice will be considered past due. Customers may be assessed a late fee on past due amounts in the maximum lawful rate under applicable state law but shall not exceed a late fee of 1.5. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

## 2.6 Advance Payments

The Company does not require Advance Payments.

## 2.7 Deposits

The Company does not require Deposits.

## 2.8 Return Check Charge

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

Issued: MAY 06 2011

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1101 N. Palafox Street  
Pensacola, FL 32501

## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

## 2.9 Taxes and Fees

2.9.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.9.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.3 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 by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

## 2.9.4 Pay Telephone Surcharge

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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

Issued: **MAY 06 20ff**

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
IIION, Palafox Street  
Pensacola, FL 32501

## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

## 2.9 Taxes and Fees, (Cont'd.)

## 2.9.4 Pay Telephone Surcharge, (Cont'd.)

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, maximum	\$0.60
------------------------	--------

## 2.10 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

## 2.11 Installation

Service is installed upon mutual agreement between the Customer and the Company.

Issued: MAY 6 2011

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.12 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company unless otherwise agreed to in the written service order.

2.13 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

Issued: **MAY 0 6 2011**

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

## 2.14 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer will be given 5 days notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telephone service.
- B. For the use of telephone service for any other property or purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For noncompliance with or violation of Commission regulations or the Company's rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits carrier from furnishing such services.
- J. For periods of inactivity over sixty (60) days.

Issued: 1AY U 6 20n

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.15 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption **in** service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

**2.16 Inspection, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

Issued: **1990 06 20ff**

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.17 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion of all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer.

2.18 Portability of Toll Free "800/888" Numbers

The Company will participate in porting Toll Free "800/888" numbers only if the account balance is zero and all charges incurred as a result of the Toll Free "800/888" number have been paid.

Issued: 1AY 0 6 Zal~

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 Long distance usage charges are based on the actual usage of the Company's network.

Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.1.2 Minimum call duration is specified for each product in Section 3 of this tariff.

3.1.3 Unless otherwise specified in this tariff, after the initial minimum period usage is beyond the minimum call duration is measured and rounded to the next higher six second increment for billing purposes. The initial minimum period for each product is specified in Section 4 of this tariff

Issued: **MAY, () 6 2011**

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501



## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by TelCordia, in the following manner:

**Step 1** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

**Step 2** Obtain the difference between the "V" coordinates of each of the serving wire centers.  
Obtain the difference between the "H" coordinates.

**Step 3** Square the differences obtained in Step 2.

**Step 4** Add the squares of the "V" difference and "H" difference obtained in Step 3.

**Step 5** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

**Step 6** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

**Formula:**

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

Issued: **MAY 0 620ft**

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communication with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

3.3.1 TDD

The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

3.3.2 TRS

The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 25 of the rate for the applicable rate period.

Issued: MAY 06 2011

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
IliON, Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Outbound Long Distance Service

Outbound Long Distance Service is a "1 +" direct dial service available for Customer use 24 hours a day, seven days a week. Intrastate service is sold in conjunction with interstate service. Rates and charges vary by Calling Plan as provided in this section. Unless otherwise specified, calls are billed in one minute increments.

3.5 Directory Assistance Service

A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Issued: **MAY 06 2.0"**

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501

Effective Date:

## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 4 - RATES

## 4.1 General

Each Customer is charged individually for each call placed through the carrier. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Rates vary by mileage band, time of day, call duration and by originating and terminating access type.

Customers are billed based on their use of the Company's long distance service.

## 4.2 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

## 4.3 Special Service Arrangements

4.3.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

4.3.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

4.3.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

Issued: **MAY 06 2011**

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
110N. Palafox Street  
Pensacola, FL 32501

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - RATES, (CONT'D.)

4.4 Outbound Long Distance Service

4.4.1 Standard 1+ Long Distance Plan

Rate Per Minute	\$0.15
-----------------	--------

4.5 Directory Assistance Service

The charges as shown below apply for each request made to the Directory Assistance operator:

Long Distance Directory Assistance (555-1212)	\$1.50
---	--------

Issued: MAY 06 2011

Effective Date:

Issued By: Charles A. Emling, III, Chief Financial Officer  
1110 N. Palafox Street  
Pensacola, FL 32501