

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATION SERVICES

Hyperlink Infrastructure, LLC

This Price List sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate local competitive exchange communications services by Hyperlink Infrastructure LLC to customers within the State of Florida. The Company's main address is 108 Brand Lane, Stafford, Texas 77477. Customer inquiries can be directed to 1-800-403-8040, or www.hyperlink.net. This Price List is available on the Company's website at www.hyperlink.net.

Issued By:

Jeffrey Hancock, CEO
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108 Brand Lane
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EFFECTIVE: July 30, 2026

CHECK SHEET

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EXPLANATION OF SYMBOLS

The following symbols shall be used 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. |

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PRICE LIST FORMAT

Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added. 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.

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.1.
- 2.1.1.1.a.
- 2.1.1.1.a.1.

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

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APPLICATION

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Hyperlink Infrastructure, LLC, (hereinafter referred to as the "Company") to Customers within the service area defined herein.

Any of the Company's rates and charges may be revised, discontinued, supplemented or changed from time to time in accordance with applicable law and the regulations of the Commission.

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I. DEFINITIONS

1.1 Terms applicable to the Company's service are defined below:

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

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

Business Service: Business service rates apply if the Customer's service is used primarily for business purposes, or if the service is furnished to a business.

Call Forwarding: Automatically routes incoming calls to a designated answering point.

Call Forward Busy: Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forwarding Do Not Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either group Call Pickup, where predesignated groups can pick up each other's calls by activating an access code or a feature key, or directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Trace: An option which is billed on a charge per activation only when an attempt to trace and record the calling telephone number is successful. The results of a successful trace will only be provided to an appropriate law enforcement agency.

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Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Cancel Call Waiting: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.

Commission: Florida Public Service Commission.

Company: Hyperlink Infrastructure, LLC, which is the issuer of this document.

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number, which is answered, by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and, may be for any duration of time.

Contract: A Customer Service Agreement ("CSA") or other contract made by and between iHyperlink Broadband, LLC and a Customer for the provision of Services. The Company may provide any of its services on a contractual basis. The terms and conditions of each Contract offering are subject to the agreement of both the Customer and Company.

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 regulations.

Demarcation Point: Is the physical point at which a telecommunications company's public network ends and the customer's private network begins.

Deny Terminating: Allows blocking of all incoming calls to a basic line or multi-line group.

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

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

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

Early Termination Charge or Fee: A charge assessed to a Customer if a contract is terminated prior to the expiration of the contract period.

Embedded Multimedia Terminal Adapter ("eMTA"): The equipment provided by the Company to the Customer to enable the Company's provision of voice telephone service.

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

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

Fraudulent Use: Includes, but is not limited to: (1) using the Network to transmit a message, or otherwise give or obtain information, without payment for the Service; (2) using or attempting to use the Network with the intent to avoid payment, in whole or in part, of any of the Company's charges by rearranging, tampering with, or making connections not authorized by this document to any service components used to furnish the Company's services; (3) toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and/or, (4) using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead.

Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

Hunting: Routes a call to an idle station line. With serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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.

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

KBPS: Kilobits, denotes thousands of bits per second.

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

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier ("LEC"): A company, which furnishes exchange telephone service.

MBPS: Megabits, denotes millions of bits per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Monthly Recurring Charge ("MRC"): Charges invoiced monthly to the Customer for products and services per the rates in this document and/or the Customer's contract which continue for the agreed upon duration of the service.

Most Idle Trunk Selection ("MIDL"): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Network: Refers to the Company's facilities, equipment, and services provided under this document.

Non-recurring Charge ("NRC"): 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 term "Off-Hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "On-Hook" denotes the idle condition of a telephone exchange service line.

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Per Call Blocking: An option that allows a Customer to control the disclosure of Customer's telephone number on a call-by-call basis. When activated, the option precludes the originating Customer's telephone number from being displayed on the terminating party's Caller ID display device. Activation is accomplished by the calling party dialing an activation code prior to initiating a call. Per call blocking is available in suitably equipped central offices to all one-party residence and business main telephone exchange service (except hotel/motel, public, semi-public, public access lines, two-party, and toll access lines).

Per Line Blocking: An option that allows a Customer to automatically block the disclosure of Customer's telephone number from being displayed on the terminating party's Caller ID display device. To allow the telephone number to be displayed on a call-by-call basis, the Customer dials a code, other than that used for per call blocking, before making the call. Line blocking is available at no charge on verbal request to all one-party residence and business mail telephone exchange services including. Line blocking is not available with public and semi-public telephone lines, toll access trunk lines, and public access lines for domestic violence agencies and safe houses.

Presubscription: A process whereby a Customer chooses a long-distance carrier and is then able to access that carrier by dialing 1+.

Records Change: Any non-service affecting change to the Customer's billing information.

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

Residential Customer: Residential service rates apply if the Customer's service is used primarily for social or domestic purposes.

Resold Services: Local exchange services provided by the Incumbent Local Exchange Carrier and resold by the Company.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order, contract, or this document, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties must mutually agree on a substitute Service Commencement Date.

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Service Order: The written request or contract for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order or contract by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this document, but the duration of the service is calculated from the Service Commencement Date.

Service Connection Charge: Non-recurring charge which applies to cover the Company's cost of processing Service Orders for new Services and additions/changes to existing Services.

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

Speed Dialing: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Standard Network Interface ("SNI"): The protector that marks the point of interconnection between Company's communication facilities and customer's terminal equipment, protective apparatus or wiring at a customer premise.

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

Telecommunications Service: Telecommunications offered for a fee directly to the public, or to such classes of Users as to be effectively available directly to the public, regardless of the facilities used.

Three-Way Calling: Allows two parties to add a third party to the call. This feature may be used on both incoming and outgoing calls.

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

User: A Customer or any other person authorized by the Customer to use service provided under this price list.

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II. Rules and Regulations

2.1 Undertaking of the Company:

2.1.1 Scope

2.1.1.1 The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Florida under the terms of this price list or via Individual Case Basis contracts.

2.1.1.2 The Company may provide services on a facilities based and/or resale basis.

2.1.1.3 Customers may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided herein. 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.

2.1.1.4 The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary poles, lines, circuits and equipment and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2.1.2 Shortage of Equipment Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the capacity of its network or to manage a facility shortage due to some other cause beyond the Company's control. The Company maintains the right to manage the network by applying protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network. In addition, the Company reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. The Company will incur no liability for call

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interruptions resulting from the Company's efforts to avoid such degradation.

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

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purposes of computing charges in this price list, a month is considered to have 30 days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written contracts which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Contracts may contain a minimum monthly commitment ("MMC"). The Company reserves the right to increase rates during the Contract term. Such rate increases will take effect following Customer notification as required by Contract, if applicable. Services provided under Contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.
- 2.1.3.3 At the expiration of the initial term specified in each Contract, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' notice, or as otherwise specified in the Customer/Company sales contract. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Contract and this price list prior to termination. The rights and obligations, which by their nature extend beyond the

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termination of the term of the Contract, shall survive such termination.

2.1.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, consistent with applicable Commission rules, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.6 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 paragraph 2.1.3.8 below.

2.1.3.7 Service to certain Customers is provided via an Embedded Multimedia Terminal Adapter ("eMTA"). If service is provided via an eMTA, the Customer will receive an eMTA provided by Company during installation. The eMTA works on household power and requires a battery to operate during a power outage. The battery will operate up to 8 hours in case of a power outage depending on usage. Services, including access to 9-1-1 services will not be available during outages without a battery, or if the battery has been drained. The Customer may order a battery from Company by calling the Company customer service number or visiting a Company payment center after telephone service is installed.

- (a) If the Customer ordered phone service before November 1, 2013, Company will provide a battery and all replacements at no charge. The Customer is responsible for monitoring the battery and contacting Company when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced.

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- (b) If the Residential Customer ordered phone service on or after November 1, 2013, and is not a Lifeline Customer, Company will provide a battery upon request at the then-prevailing retail price, plus shipping if applicable. The Customer may obtain batteries from sources other than Company if available, but the Customer is responsible for ensuring that any battery obtained from another source is compatible with the eMTA. The Customer is responsible for installation of the battery and for monitoring the battery and determining when the battery no longer is able to function properly, including but not limited to, the ability to maintain a charge, and must be replaced.
- (c) If the Customer is a Lifeline Customer, the Customer is entitled to receive one battery for each eMTA installed at the Customer premises. The battery will be delivered to the Lifeline Customer at the service address when eligibility for Lifeline is established. The Lifeline Customer is responsible for installing and monitoring the battery, and contacting Company when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced. Lifeline Customers may request a replacement battery from Company free of charge.

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

2.1.3.9 By mutual agreement between the Customer and the Company, contract terms of 1-year, 2-years, 3-years, or longer can be executed.

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2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or 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 acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer, or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government or any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability

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of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses nor for any impairment or failure of service arising from or in connection with the use of Customer-owned facilities or equipment, including service interruptions due to power outages and failures of batteries.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation 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 as a condition precedent to such installations.
- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customers' premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this price list including:

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- (a) 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;
 - (b) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and,
 - (c) all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.

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

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

2.1.4.11 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 it does not furnish, or for damages which result from the operation of Customer-provided systems and equipment, including, but not limited to, batteries, facilities or services which are interconnected with Company services.

2.1.4.12 The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by 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

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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.

2.1.4.13 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 systems, 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.

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) 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 to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been

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- caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or, (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) If the Customer does not purchase a battery for the eMTA or does not monitor the status of the battery and replace it when it no longer holds a charge, service, including 911 service, will not function during a household power outage. Even if Customer has a battery for the eMTA, if Customer only has a phone that requires electricity to operate (e.g. a cordless phone), access to 911 service will not be available during a household power outage.
- (c) Neither is the company responsible for any infringement or invasion of the right of privacy of any person or persons, caused 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 agencies of any one of them.
- (d) When the Customer purchases and maintains a battery for the eMTA, 911 service is designed by the company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide 911 services while commercial power is available and during outages for the period when the battery is in operation.

2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings (See Section V), other than charged listings, shall be limited to the amount of actual impairment to the

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Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs. Such liability shall be limited to errors or omissions directly caused by the Company. The Company shall not be liable for errors or omissions in Directory Listings caused by either Incumbent Local Exchange Carriers ("ILECs") or by third parties that receive information provided by such ILEC in updating directory databases and publishing directories.

- 2.1.4.16 In conjunction with a nonpublished telephone number, as described in Section 5, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will make reasonable efforts to prevent the disclosure of the number of such telephone but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this price list, Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5 Notification of Service-Affecting Activities

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

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activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements consistent with applicable Commission rules. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Consistent with applicable Commission rules, 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, this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 Consistent with applicable Commission rules, the Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

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

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - (b) the reception of signals by Customer-provided equipment;
- or

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- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Standard installation service charges reflect service provided between Monday through Saturday, 8:00 a.m. - 5:00 p.m., at current installation intervals and without work interruptions by the Customer. For Customer requests for expedited services that require installations on a date that is less than the normal offered interval, a fee of no more than \$500.00 shall apply.

2.1.8 Ownership of Facilities

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

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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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- 2.2.3 The Company will 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 applicable laws, regulations, policies, orders, and decisions.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this price list;
- (b) 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to 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 premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) if an eMTA is installed at the Customer premises, monitoring the battery in the eMTA and contacting Company for a replacement when the battery no longer is able to function properly, including, but not limited to, the ability to maintain a charge, and must be replaced;
- (e) if the Customer is a Lifeline Customer and if an eMTA is installed at the Customer premises, monitoring the battery in the eMTA and contacting Company for a replacement when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge;
- (f) 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 local exchange service to the

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Customer from the cable building entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by, the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- (g) 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's 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;
- (h) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(f) above; 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 services as stated herein, removing the facilities or equipment of the Company;
- (i) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities;
- (j) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes;
- (k) allowing the Company, or its agent, access to the property, with no notice, to remove Company facilities and/or equipment when Customer has discontinued service;

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- (l) providing the Company with written notification of any change in name, ownership or control; and,
 - (m) ensuring that the Customer-provided equipment (CPE), provisioned on the Company's network is maintained and operated in a fashion to deter fraudulent or unauthorized access to the CPE. The Customer is responsible for payment of all charges incurred on their monthly billing statement.

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 in whole or in part from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or,
- (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.

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2.3.3 Private Identification Number ("PIN") Access

The F.C.C. required that Customers set up and use a Private Identification Number ("PIN") when communicating with the Company to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to a Customer's account. Telephone Service is subject to Company privacy policy posted at www.i3broadband.com.

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

2.4.2.1 The Customer is responsible for providing and maintaining any Customer equipment on their premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and

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character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

- 2.4.2.3 The Customer is responsible for ensuring that Customer-provided equipment ("CPE"), provisioned on the Company's network is maintained and operated in a fashion to deter fraudulent or unauthorized access to the CPE. The Customer is responsible for payment of all charges incurred on their monthly billing statement.

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

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

- 2.4.3.3 Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list.

2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit

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will be allowed for any interruptions occurring during such inspections.

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

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. The Company must receive objections within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- (a) **Taxes, Fees, and Surcharges:** The Customer is responsible for the payment of any sales, use, franchise, gross receipts, excise, access or other local, state and federal taxes, fees, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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- (b) Convenience Fee: In the event a residential or business Customer makes a one-time or recurring payment using a credit card or ACH, a convenience fee charge may apply. This charge does not apply to residential Customers or to business Customers that make payment using checking accounts or cash. This fee will be assessed at the point of payment and will appear on the Customer's invoice.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, Monthly Recurring Charges and Non-Recurring Charges are due upon receipt or as specified on the Customer invoice. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.

2.5.2.2 The Company shall present bills for Monthly Recurring Charges monthly to the Customer, in advance of the month in which the service is provided.

2.5.2.3 For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Amounts not paid within 30 days after the date of invoice are considered past due.

A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts. If payment is made by credit card, and the credit card charge is subsequently denied, a credit card denial fee of \$10 will apply per transaction.

2.5.2.4 Customers can receive monthly invoices and associated billing detail by either of the following methods:

Paper Bill Statement/Email Billing Notification: A monthly Paper Bill Statement will be sent via the US Postal Service. The Statement will contain a detail of charges due, regulatory notices and remittance information. Customers can remit payment online or via US Postal Service.

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Paper Bill Statement Charge: \$0

Email Billing Notification: Customers electing Email Billing Notification can retrieve and download their detailed usage and charges electronically on the Company's secure website. The electronic charges will contain all call detail, billing, and regulatory information required by Commission rules.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. The Company will comply with the Commission's rules regarding dispute investigations. 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.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.3.2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

If the Customer is not satisfied with the results of the Company's investigation, they may file a complaint with the Commission as noted below.

Florida Department of Agriculture and Consumer Services
2005 Apalachee Parkway
Tallahassee, FL 32399-6500
Phone: 1-800-435-7352

Online: <https://www.psc.state.fl.us/consumer-complaint-form>

Via E-Mail: contact@psc.state.fl.us

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2.5.4 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 Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

2.5.5.1 Applicants for service, or existing Customers who cannot establish a satisfactory credit standing with the Company, may be required to provide the Company a Deposit. The Deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges.

2.5.5.2 A Deposit may be required in addition to an Advance Payment.

2.5.5.3 When a service or facility is discontinued, the amount of a Deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may return the Deposit or credit it to the Customer's account after twelve months if bills have been paid fully and on time, or as specified by the Commission.

2.5.5.4 Deposits held will accrue interest at a rate of 1.5% or as specified by the Commission. Interest is credited to the Customer annually, or upon termination of the service, or upon return of the Deposit by the Company. The Company shall refund Deposits and accrued interest in a manner consistent with any applicable Commission rule.

2.5.5.5 A Deposit does not relieve the Customer of the responsibility for the prompt and full payment of bills on presentation.

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2.5.6 Discontinuance of Service

2.5.6.1 Upon reasonable notice, and in compliance with applicable Commission regulations, the Company may discontinue or suspend service without incurring any liability, as follows, after initial written notice followed by a second written notice sent by mail 5 days prior to actual disconnection of service:

- (a) Upon 10 days prior written notice to the Customer for nonpayment of any past due amounts as defined in 2.5.2.3.
- (b) Upon 13 days written notice to the Customer for non-compliance or violation of the material terms or conditions for furnishing service, with this document, or with Commission regulations regarding service supplied by Company, if such violation continues during that notice period.
- (c) Upon 10 days written notice to the Customer for failure to permit access to the Company's equipment.
- (d) Upon 10 days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for Deposit or Advance Payment.

2.5.6.2 The Customer is responsible for providing adequate lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient 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 800/888 Service, with thirty (30) days' written notice.

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may re-establish service by whatever means may be reasonable under the circumstances (including by replacement of the affected facilities or resale of

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another carrier's services or facilities). The Company may seek to modify its service area to reflect the loss of facilities.

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability, except to the extent such action is restricted by any applicable law or regulations of the Commission.

2.5.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 Immediately and without notice, the Company may, to the extent permitted by applicable regulations of the Commission, discontinue the furnishing of any and/or all service(s) to a Customer without incurring any liability if:

- (a) The Company deems it necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services;
- (b) The Customer provides false information or refuses to provide information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of other common carrier communications services, or its planned use of the Company's service(s);
- (c) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Company's charges for the service by:
 - (1) Using or attempting to use service by rearranging, tampering with, or making unauthorized connections to the Company's service;
 - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or,

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(3) Any other fraudulent means or devices;

- (d) The Customer uses of service in such a manner as to interfere with the service of other users;
- (e) The Customer uses service for unlawful purposes, or the Company is required to discontinue service by a governmental/law enforcement requirement;
- (f) A safety hazard is found to exist at the Customer's premises; or,
- (g) The Customer transmits obscenity or profanity over Company facilities.

2.5.6.7 The suspension or 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 during the time of or up to suspension or discontinuance.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6, all applicable charges, including termination charges, shall become due. This is 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 document.

2.6 Allowances for Interruptions of Service

- 2.6.1 If service is interrupted by causes other than the acts or omission or unlawful act of the Customer, an allowance at the rate for that portion of the Customers service affected by the interruption shall be made upon request for the time such interruption continues after the fact is reported by the Customer or after detected by the Company if the interruption is for more than 24 hours. The allowance shall be equal to 1/30th of the monthly service charges for the first full 24-hour period and for each succeeding 24-hour period or fraction thereof. The maximum credit allowable with respect to local exchange service shall not exceed the amount of local exchange service and expanded calling scope charges during a single billing period. The liability of the Company for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Customer's local exchange service and

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expanded calling scope charges for a regular billing period with respect to such delayed, defective or interrupted local exchange service.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the price listed rates and charges for the alternative service used.

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2.7 Cancellation of Service**2.7.1 Cancellation of Application for Service**

- 2.7.1.1 Where the Company permits Customer to cancel an application for service prior to the start of service and/or prior to any special construction, charges may apply.
- 2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described in 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If a Customer is disconnected under Section 2.5.6, cancels a Contract, or otherwise terminates services before the completion of the term for any reason whatsoever, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- (a) all Non-Recurring Charges owed the Company; 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 or Contract for the balance of the then current term.

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2.8 Transfer and Assignments

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 only if the existing Customer has paid all charges owed to the Company for services. All regulations and conditions contained in this Document shall apply to all such permitted assignees or transferees, as well as all conditions of service and assignee must assume all of Customer's obligations. 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 (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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III. SERVICE CONNECTION CHARGES**3.1 Description**

Service Connection Charges are one-time charges associated with a service or item of equipment. They necessarily apply on a per-item basis each time the service or an item of equipment is provided and include, but are not limited to, the following:

- (a) **Service Connection Charge:** A Service Connection Charge is a one-time charge for Company work associated with activities to set up/change accounts. This includes service order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of services and/or equipment.
- (b) **Labor Charge:** Labor Charges are one-time charges related to work performed by the Company or a Company representative associated with Customer premises visits. Labor charges are broken down as follows:
 - 1. **Regulated -** Charges for work done on the Company's side of the protector/Standard Network Interface (SNI) and Demarcation Point (NI). This may include, but is not limited to, installing, rearranging, changing, re-terminating, moving or removing the Demarcation Point or SNI, or adding/rearranging of existing access lines at the Customer's request.
 - 2. **Maintenance -** When a dispatch is necessary on repair to isolate trouble on the Customer's side of the Demarcation Point. Charges apply when a technician is dispatched, the network is verified to have no issues, and trouble is isolated to the Customer's side of the Demarcation Point.
 - 3. **Inside Wire Maintenance/Installation/Jacks -** Includes all wire, cable, and jacks (excluding Customer premise equipment) on the Customer's side of the Company's Demarcation Point. Charges apply at the Customer's request and expense.

3.2 General Regulations

- 3.2.1 The Service Connection Charges contemplate work being performed by the Company, or on behalf of the Company, during normal working hours.
- 3.2.2 Service Connection Charges are in addition to other rates and charges normally applying under the price lists. They apply in addition to construction charges made because of unusual costs in establishing service.

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3.3 Service Connection Charges Do Not Apply To:

3.3.1 Moves or changes required for the proper maintenance of service.

3.3.2 Changes of telephone numbers for Company initiated reasons or service reasons, e.g., change to Touch-tone service.

3.4 Labor Charges: The charges below apply whenever a Customer premises visit is required, at the Customer's request, as specified under 3.1:

First hour	\$45.00
Each additional half hour	\$35.00
Materials	Cost

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3.5 Service Connection Charges for all Services

Non-Recurring Charges apply to cover the Company's cost of processing Service Orders for new services and additions/changes to existing services as follows. These charges may apply in addition to Service Installation charges for specific services as noted in applicable sections of this price list.

	Residential	Business
Line Connection Charge ¹ Per Line – phone only	\$55.99	\$15.00
Account Changes - Moves, Adds & Changes (same premises) Per Change, Per Line	\$3.00	\$3.00
Account Changes, Administrative (i.e., change in ownership)	\$5.00	\$5.00
Feature Change Charge	\$3.00 ²	\$3.00
Electronic Reconnect Fee ³	N/C	N/C
Interruption of Service Fee, per line ⁴	15.00	\$15.00
Transfer Fee ⁵ , Up to two lines (within same rate center)	\$29.99	\$15.00
Bill Reprint Fee	N/A	\$10.00
Call Detail Request Fee, per request	\$24.99	N/A
Telephone Service Drop Removal Charge	\$29.99	N/A

¹ Residential Connection Charges include activation of up to two access lines. Initial connection charges will be waived for former telephone Customers who re-establish phone service as a result of a winback offer. Initial connection charges may be waived in competitive situations. Other charges may apply for inside wire repair and/or jack installation.

² Customers requesting multiple feature changes on the same work order will only be charged one nonrecurring charge of \$3.00.

³ Assessed on all non-pay accounts when non-pay work order is cancelled, and payment made.

⁴ The Interruption of service fee will be assessed on all non-pay accounts after service disconnection. If service is temporarily interrupted for non-payment and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If Customer reconnects within 30 days after service disconnection, the Line Connection Charge will be waived.

⁵ Transfer charge applies to telephone only Customers.

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IV. LOCAL EXCHANGE SERVICES**4.1 Description**

The Company's local exchange service provides a Customer with the ability to connect to the Company's switching networks, enabling Customer to:

- (a) Place or receive calls to any calling Station in the local calling area, as defined herein;
- (b) Access enhanced 911 Emergency Service;
- (c) Access the interexchange carrier selected by the Customer for inter-LATA, intra-LATA, interstate or international calling;
- (d) Reserved for future use;
- (e) Access Directory Assistance for local calling area;
- (f) Place or receive calls to 800/888 telephone numbers;
- (g) Access Telephone Relay Service;
- (h) Privacy protection (e.g. per call blocking);
- (i) Touch-tone;
- (j) White pages listing.

Service is provided subject to the availability of network services, facilities, and technology, and availability of Customer equipment, wiring, software, and capacity. Services, rates, and contract conditions might not be available in all areas.

4.2 Local Calling Service

Free local calling within the local calling area is included in the monthly recurring charges. Customers can call anywhere within their respective local calling area. Calls terminating outside the Customer's local calling area are subject to toll or other charges.

The local calling area includes all NPA/NXXs within the Customer's rate center.

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4.4 Emergency Services (Enhanced 911)

Emergency service (Enhanced 911) allows Customers to reach appropriate emergency services including police, fire and medical services. The Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). The Company will collect 911 surcharges from Customers and remit all surcharge revenue to the appropriate government entity, as required by Commission rules, local jurisdiction requirements, and State law.

4.5 Telecommunications Relay Service (TRS)

Telecommunications Relay Service enables hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices, to communicate. A Customer will be able to access the state provider to complete such calls. The Company will collect TRS surcharges from Customers and remit all surcharge revenue to the appropriate government entity, as required by Commission rules, local jurisdiction requirements and State law.

4.6 State Universal Service Fund (USF) Assessment

The Company will collect state USF surcharges from Customers and remit all surcharge revenue to the appropriate government entity, as required by Commission rules, local jurisdiction requirements and State law.

4.7 Caller ID Regulations

The following regulations apply to the Caller ID feature:

- 4.7.1 Per line blocking can be set-up on a continuous basis through the Customer web portal but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customers can unblock their calling name and number information on a per call basis, at no charge, by dialing an access code (*82 for Touch-tone or 1182 for rotary) immediately before placing a call.
- 4.7.2 Any calling party may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their Touch-tone pad) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge.
- 4.7.3 If the calling party activates blocking, the name and/or number will not be transmitted across the line to the called party. Instead, Caller ID Customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of name and number will not be provided on calls originating from Customer Owned Pay Telephones.

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- 4.7.4 Caller ID Customers will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.
- 4.7.5 Caller ID information is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this document. Name and number information will not be displayed if the called party is Off-Hook or if the called party answers during the first ring interval. Name and number information will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.
- 4.7.6 The Company shall not be liable for any claims for damages caused or claimed to have been caused by the transmission of Caller ID information.
- 4.7.7 Caller ID information may not be sold or given to another party without the caller's written permission. Information may only be used for (a) routing or completing of calls; (b) billing of calls; (c) account management purposes; (d) services directly related to the call or transaction; (e) verification of calling party identity; and (f) marketing products or services that are directly related to those previously acquired by the Customers from the Caller ID subscriber. This applies if the Caller ID subscriber has an existing relationship with the Customer. Caller ID Customers failing to comply with any of these conditions will have their service terminated.

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V. DIRECTORY LISTINGS**5.1 General Regulations**

- 5.1.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephonedirectory published by the dominant exchange service provider in the Customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- 5.1.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 5.1.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 5.1.4 Each listing must be designated Residential, Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 5.1.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

5.2 Descriptions

Directory listings are provided in connection with each Customer service as specified herein.

- 5.2.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional Charge.
- 5.2.2 Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

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- 5.2.3 Nonpublished Listings: Listings that are neither printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2, Rules and Regulations, 2.1.4.15- 2.1.4.17.
- 5.2.4 Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.
- 5.2.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the price list published by the specific exchange carrier providing the Foreign Listing.
- 5.2.6 Alternate Listings: Where available, a listing which references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the Alternate telephone number is authorized to accept calls.

5.3 Rates

The following charges apply for directory listings.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Primary Listing	No Charge	No Charge
Additional Listing	\$6.99	\$5.00
Non-Published Number	\$5.00	\$5.00
Non-Listed Number	\$3.00	\$5.00

The charges above apply per listing or per number.

Charges for Non-Published Numbers do not apply to Customers serviced by Telecommunications Devices for the Deaf (TDD).

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VI. OPERATOR SERVICES

6.1 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator.

- 6.1.1 Each call to Directory Assistance thereafter will be charged as follows:
- | | |
|--------------------------------|--------|
| Business, per call, per month | \$1.99 |
| Residence, per call, per month | \$1.99 |

Customers may request a maximum of two telephone numbers per call to Directory Assistance service.

- 6.1.2 Exemptions: Directly dialed calls to directory assistance are exempt from the directory assistance rates and regulations when placed from the following locations.
- (a) A registered residential main telephone exchange line where a user because of a functional disability is unable to obtain telephone numbers from a directory; a registered business main telephone exchange line of a handicapped user where assistance is otherwise not available. A business or residence main telephone exchange line may be registered for exemption with the Company in those instances where one of the users of the line is considered to be functionally disabled. This includes but is not limited to the legally blind, or visually or physically handicapped as defined by The Federal Register, Volume 35 No.126. Disabled persons may obtain certification of eligibility for Exemption From Directory Assistance Charges forms from the Company. The form must be signed by a competent authority including a doctor of medicine, ophthalmologist, optometrist, registered nurse, therapist or a staff member of a hospital, institution or public agency, who will verify the physical disability and qualification for exemption status. A qualified person to certify illiteracy includes teachers, social workers, or professional staff of literacy agencies, social services agencies or community service centers (including literacy volunteers). The eligibility certificate for disability is subject to any reasonable verification by the Company.
 - (b) Calls placed to Directory Assistance Service by a certified disabled person will be exempt from charge. Operator surcharges associated with directory assistance calls will not apply to exempt disabled accounts.
- 6.1.3 A credit will be given for calls to Directory Assistance under the following circumstances:
- (a) The Customer experiences poor transmission or is cut-off during the Call;
or
 - (b) The Customer is given an incorrect telephone number.

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6.1.4 To obtain a credit as identified under 6.1.2 above, the Customer must notify the Company.

6.2 Reserved for future use

6.2.1 Reserved for future use

6.2.2 Reserved for future use

6.2.3 Reserved for future use

6.2.4 Reserved for future use

6.2.5 Reserved for future use

6.2.6 Reserved for future use

6.2.7 Reserved for future use

6.2.8 Reserved for future use

Reserved for future use

Reserved for future use	Reserved for future use
Reserved for future use	Reserved for future use
Reserved for future use	Reserved for future use
Reserved for future use	Reserved for future use
Reserved for future use	Reserved for future use

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VII. MISCELLANEOUS SERVICES

7.1 Temporary Promotional Programs

The Company, may, from time to time offer special promotional service offerings designed to attract new Customers or to promote Customer awareness of services. Promotional service offerings shall be subject to specific dates, times, and/or locations. Unless otherwise specified, promotional rates are not available to existing Customers.

7.2 Individual Case Basis

Individual Case Basis ("ICB") pricing, services, and arrangements may be developed by the Company upon request and offered at its discretion on a case-by-case basis to a Customer or potential Customer. ICB offerings will take into account special Customer considerations including, but not limited to, bundled services, volume or term commitments, or a response to a competitive offering, and may differ from rates, terms or services otherwise found in this document. ICB rates and terms will be offered to the Customer in writing, and a contract entered into between the Company and the Customer and provided on a non-discriminatory basis. Terms of ICB arrangements will be provided to the Commission pursuant to applicable rules, regulations or laws on a confidential and proprietary basis.

7.3 Special Construction

7.3.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price lists, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

7.3.2 Basis for Cost Computation

The costs referred to above may include one or more of the following items to the extent they are applicable:

- (a) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- (b) cost of maintenance;
- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) administration, taxes and uncollectible revenue on the basis of reasonable average

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costs for these items;

- (e) license preparation, processing and related fees;
- (f) price list/contract preparation, processing and related fees;
- (g) any other identifiable costs related to the facilities provided; and,
- (h) an amount for return and contingencies.

7.3.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability will apply for facilities specially constructed at the request of the Customer. The termination period is the estimated service life of the facilities provided. The maximum termination liability amount is equal to the estimated amounts for:

- (a) Cost installed of the facilities provided including estimated costs for arrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- (b) license preparation, processing, and related fees;
- (c) price list preparation, processing, and related fees;
- (d) cost of removal and restoration, where appropriate; and
- (e) any other identifiable costs related to the specially constructed or rearranged facilities.

The applicable liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined pursuant to the above paragraphs shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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VIII. PRODUCT OFFERINGS**8.1 Description**

Hyperlink Broadband Voice is a family of services utilizing Voice over Internet Protocol (VoIP) technology. Hyperlink Broadband Voice is available with T1, ISDN-PRI, or other transport mechanism. Services and features are offered subject to the availability of network services, facilities, technology and compatibility with Customer equipment, wiring, software, and capacity.

Pricing in this section does not include handsets, wiring, installation, LAN assessment, or any other special installation or services unless specified herein. Customer is responsible for subscribing to appropriate levels of bandwidth, based on the number of users, to accommodate local, long distance and 911 calling. Customer is responsible for complying with any guidelines or terms regarding this service and for having necessary facilities in place for its operation. The Company is not responsible for outages or performance issues that might occur if Customer does not conform to these guidelines. Remote site DID service requires that a physical address be associated with each DID for the provision of local calling and 911 emergency routing service.

8.2 Local Line – Business Silver Plan

8.2.1 Where facilities exist and operating conditions permit, the Silver Plan is an optional offering for Business Customers that includes a Basic Line, and the Features identified in Section 8.4. The Silver Plan is available to Business Customers in the Company's service area who subscribe to:

- (a) One flat-rated Business Access Line; and
- (b) Hyperlink Broadband long distance for both the intra- and inter-LATA toll services on that same line

Monthly Recurring Charge: \$17.49

Nonrecurring Charge: (set forth in Section 3).

8.3 All Distance Line – Gold Plan (Residential and Business)

8.3.1 General - Where facilities exist and operating conditions permit, the Gold Plan offers Residential or Business Customers in Company's service area with unlimited intrastate and interstate direct-dialed toll calling subject to the conditions below (and include Features identified in Section 8.4).

8.3.2 Eligibility - Customers in Company's service area who subscribe to:

- (a) One flat-rated Residential Access Line; and
- (b) Hyperlink Broadband long distance for both the intra- and inter-LATA toll services on that same line.

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8.3.3 Terms and Conditions:

- (a) The applicable monthly recurring charge for Gold will be billed in advance in accordance with rules of this price list applicable to the payment of recurring charges for local exchange service.
- (b) A Customer may subscribe to multiple plans on multiple lines as long as each line meets the conditions specified in subsection 2 above.
- (c) The unlimited toll calls under this package may be directly dialed from one line designated by the Customer meeting the conditions in subsection 2 above to any place within Florida, any of the 50 states, the District of Columbia, and Canada.
- (d) The unlimited intra-LATA and inter-LATA toll minutes included in this package (1) shall apply exclusively to direct-dialed calls made from the line subject to this plan, (2) have no cash value for refund purposes, (3) are not transferable or assignable, and (4) shall not apply toward operator-assisted, collect calls, calls billed to a third party or credit cards, or calls to directory assistance.
- (e) The Company may monitor the Customer's toll usage subject to this plan. If the Customer's toll minutes of use in any month exceed 5,000 minutes, the Customer will be notified and if not rectified, may be charged a per minutes rate for any overages.

8.3.4 Rates and Charges:

- (a) Monthly Recurring Charge – Residential - \$34.99
- (b) Monthly Recurring Charge – Business - \$39.99
- (c) Nonrecurring Charge: (set forth in Section 3)

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8.4 Features

Automatic Callback: Allows the Customer to request notification when a busy line becomes available.

Anonymous Call Rejection: Allows the Customer to reject incoming calls from callers that intentionally block their caller identification information

Call Forwarding Always: Allows the Customer to program his or her telephone so that incoming calls are forwarded to another number.

Call Forwarding – Not Reachable: Automatically forwards all incoming calls to a Customer-defined alternatenumber when the Customer's line is Off Hook.

Call Forwarding - No Answer: Automatically routes incoming calls to a designated answering pointwhen the called line does not answer within a pre-specified number of rings.

Call Forwarding - Remote Access: Allows the Customer to change the forwarding of a call (edit, activate, or deactivate) from a remote location by dialing into the switch and entering a Personal Identification Number (PIN) and a series of codes. A Change Feature Charge will be assessed forCustomers requesting a change to their PIN.

Calling Line ID Delivery Blocking: Allows the party placing an outgoing call to have his or her call blocked (on a per call basis) from having his or her number sent. (Exceptions to call number block are E911 and Toll-Free Service.).

Calling Name Retrieval: Allows the party to look up the name of a caller in an external database when the name is not otherwise available to display.

Call Waiting: The Customer, already involved in a call, receives a tone that another incoming call is waiting to be answered. The called party, hearing the call-waiting tone during the existing conversation, can choose to flash the hook-switch and connect to the incoming call. This feature includes Cancel Call Waiting which allows the subscriber to enter a code that disables the Call Waiting feature so that he or she will not hear a tone during a conversation with another party.

Call Waiting ID: Allows the Customer to receive calling party information during call waiting. Call Waiting ID presents the subscriber with a set of options to treat the incoming call. These options include forwarding the call, placing the call on hold, sending the call to treatment, placing the existing call on hold and answering the incoming call, or answering the call and dropping the existing call. This feature requires specialized Customer Premises Equipment.

Caller ID (Caller Name & Number Delivery): Allows the called party to see the name and whereavailable the telephone number of the calling party. This feature requires specialized CustomerPremises Equipment.

Connected Line Identification Restriction: Allows the Customer to block number from being displayed to the party they are calling.

Distinctive Ring: Where facilities and operating conditions permit, this feature allows more thanone directory number to terminate on a telephone line and telephone set. Each directory number has a distinctive ringing sequence.

Do Not Disturb: Allows the Customer to send calls directly to voicemail without ringing the phone.

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