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**Title Sheet**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY**

**Callis Communications, Inc.**

**WITHIN THE STATE OF FLORIDA**

This price list contains the descriptions, rules, regulations, and rates applicable to the furnishing of service and facilities for Competitive local exchange telecommunications services provided by Callis Communications, Inc. with principal offices at 720 Oak Circle Drive East, Mobile, Alabama 36609. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Services Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Callis Communications, Inc. Contact Telephone Numbers:

Main Administration (8:00AM to 5:00PM) - 855-277-4732 (T)

Customer Service (24 hours, seven days) - 855-277-4732 (T)

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Issued by:

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1018 Highland Colony Parkway, Suite 300  
Ridgeland, MS 39157

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**CHECK SHEET**

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

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<b><u>Number</u></b>	<b><u>Revision</u></b>	<b><u>Number</u></b>	<b><u>Revision</u></b>	<b><u>Number</u></b>	<b><u>Revision</u></b>
1	Original	25	Original	49	Original
2	Original	26	Original	50	Original
3	Original	27	Original	51	Original
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21	Original	45	Original	69	Original
22	Original	46	Original	70	Original
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\* Indicates pages submitted with most recent filing.

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**CHECK SHEET (Cont'd)**

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**PRICE LIST FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the APSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Price List filing is made with the APSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on 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 on file with the Florida PSC.

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### **EXPLANATION OF SYMBOLS**

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

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

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### **APPLICATION OF PRICE LIST**

This Price List sets forth the service offerings, rates, terms and conditions applicable to the local exchange, and exchange access communications services within the State of Florida. Long Distance and toll charges may be found in the company's Florida Tariff Number 1 on file with the Florida Public Service Commission.

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## SECTION 1 - DEFINITIONS

For the purpose of this Price List, the following definitions will apply:

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

**Automatic Number Identification (ANI):** Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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

**Collocation:** An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

**Company:** For purposes of this Price List, Company implies Callis Communications, Inc.

**Customer or Subscriber:** The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Dedicated Inbound Calls:** Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (POP). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

**Dedicated Outbound Calls:** Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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

**DID Trunk:** A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP"):** The pulse type employed by rotary dial station sets.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

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

**Direct Outward Dial (or "DOD"):** A service attribute that allows individual station users to access and dial outside numbers directly.

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

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

**End Office:** With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Price List shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Bellcore.

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

**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.

**Hearing Impaired:** Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting:** Routes a call to an idle station line in a prearranged group when the called station line is busy.

**IXC or Interexchange Carrier:** A long distance telecommunications services provider.

**Kbps:** Kilobits per second, 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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. F.C.C. Tariff No. 4.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Local Interconnection Trunking Service:** A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

**Mbps:** Megabits, denotes millions of bits per second.

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

**Multi-Frequency or ("MF"):** An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge (NRC):** The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**NPA:** Numbering Plan Area or area code.

**Off-Net:** A means for carrying and switching traffic to or from the Customer's premises, where the Company leases other telecommunications company's facilities to deliver service to a Customer location. With Off-Net service, the Customers' premises are connected through such facilities directly to switching equipment leased by the Company for resale purposes from another telephone Company. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

**On-Net:** A means for carrying and switching local traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer's premises are connected through such facilities directly to switching equipment owned by the Company.

**PBX:** Private Branch Exchange

**Point of Presence (POP):** Point of Presence

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

**Service Commencement Date:** 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 this Price List, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Service Order:** The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date.

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by several Customers.

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

**Tandem:** A class 4 switch facility to which NPA and NXX codes are subtended.

**Two Way:** A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges:** Charges for minutes or messages traversing over local exchange facilities.

**User or End User:** A Customer, subscriber, Joint User, or any other person authorized by a Customer to use service provided under this Price List.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

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

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

#### 2.1.2 Shortage of Equipment or Facilities

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

#### 2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into a written service order (agreement) that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1.3 Terms and Conditions (Cont'd.)**

- C.** Except as otherwise stated in the Price List, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:

  - 1.** the Customer is using the service in violation of this Price List; or
  - 2.** the Customer is using the service in violation of the law.
- E.** This Price List shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- F.** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
  - 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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

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

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

**D. (cont'd)**

- 3.** Any unlawful or unauthorized use of the Company's facilities and services;
- 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
- 5.** Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6.** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- 7.** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8.** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.
- 9.** Any non-completion of calls due to network busy conditions;

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

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

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

**D. (cont'd)**

- 10.** Any calls not actually attempted to be completed during any period that service is unavailable;
- 11.** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** With respect to directory assistance and directory listings, the Company's liability shall be limited according to the provisions of Section 8 of this Price List, Directory Assistance and Listing Services, and the further limitations set forth in this Section.
- H.** Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

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

**2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others; to rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- E.** 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. Subject to this responsibility, the Company shall not be responsible for:
- 1.** the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2.** the reception of signals by Customer-provided equipment; or
  - 3.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

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

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

**2.1.9 Ownership of Facilities**

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

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

**2.2 Prohibited Uses**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****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.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic or other cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with 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.
- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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

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

**2.3.1 General (cont'd.)**

- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

**2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Price List or tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer (Cont'd)**

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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

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

**2.4.2 Station Equipment**

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

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

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

**2.4.3 Interconnection of Facilities**

**SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.**

- A.** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C.** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers, which are applicable to such connections.
- D.** Facilities furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services are imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for any 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. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.5.2 Deposits**

Deposits will not be required.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements, (Cont'd.)****2.6.1 Payment for Service**

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes, Universal Service Fund, 911 fees, and similar taxes and fees imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will separately charge for the Florida gross receipts tax on the Company's invoice for local services as applicable. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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

**2.6.2 Billing and Collection of Charges**

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

- A.** Non-recurring charges are due and payable within twenty (20) days after the date the invoice is mailed to the Customer by the Company.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within twenty (20) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements, (Cont'd.)****2.6.2 Billing and Collection of Charges, (cont'd.)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company within 30 days, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of the original billing date. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Florida Public Service Commission  
Gerald L. Gunter Building, Room 270  
2540 Shumard Oaks Boulevard  
Tallahassee, Florida 32399-0850
- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates of this Price List.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

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

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

- A.** Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C.** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond reasonable repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D.** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E.** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F.** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause, (cont'd.)**

- G.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H.** Without notice in the event of tampering with the equipment or services furnished by the Company.
- I.** The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call termination. If, after thirty (30) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with ten (10) days written notice.

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

**2.6.5 Cancellation of Application for Service - Contract Services Only**

- A.** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.5 Cancellation of Application for Service - Contract Services Only, (Cont'd)**

- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

**2.6.6 Changes in Service Requested**

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

**2.6.7 Returned Check Charge**

A minimum service charge equal to \$20.00 but no more than 5% of the face value of the returned check will be assessed in accordance with Florida law for all checks returned by a bank or other financial institution for insufficient or uncollected funds or a closed account.



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Allowances for Interruptions in Service****2.7.1 General**

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

**2.7.2 Limitations of Allowances**

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

- A.** Due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company or its vendors;

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

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

**2.7.2 Limitations of Allowances, (cont'd.)**

- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be considered interrupted for purposes of a credit if the Customer continues to make use of such service or comparable service provided by or through the Company.
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within five (5) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

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

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Allowances for Interruption in Service, (Cont'd.)****2.7.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. No credit will be provided for a Customer's lost revenue or profits due to an interruption in service.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of twenty-four (24) hours or more.
- D.** Credit for Interruptions of 24 Hours or more will be calculated as follows:

Interruptions over 24 hours will be credited for each day (1/30<sup>th</sup>) of all monthly recurring fees. The date and time reported to the Company marks the beginning of the service interruption period. The date and time of the completed repair ends the interruption period. The final partial day will be rounded to the nearest quarter day with each six (6) hour period making up one-quarter of a day.

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

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

**2.7.5 Limitations on Allowances**

No credit allowance will be made for:

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

**2.7.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage and meets credit criteria of paragraphs 2.7.4 and 2.7.5 for a period of seventy-two (72) consecutive hours or more; or cumulative service outages equaling ninety-six (96) hours in a continuous two (2) month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage and cumulative service interruption credits.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term of a written contract or agreement for any reason other than a service interruption (as defined in Section 2.7) or where the Customer breaches the terms in the service contract, Customer may be required by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid non-recurring charges in accordance with the agreement to establish service to Customer. Additionally, any installation discounts provided the customer based on contract term, plus;
- B.** any disconnection, early cancellation or termination charges reasonably incurred or paid to third parties by Company on behalf of Customer, plus;
- C.** 60% of all monthly recurring charges specified in the applicable Service Order for the balance of the then current term (this takes into account costs that may be avoided by the Company as a result of the early termination). Additionally, 40% of any term and volume commitment for usage sensitive charges for the remainder of the agreement term.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Customer Liability for Unauthorized Use of the Network**

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

**2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network**

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

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

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

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Use of Customer's Service by Others****2.10.1 Resale and Sharing**

**SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.**

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

**2.10.2 Joint Use Arrangements**

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

**2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) 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.

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

**2.12 Notices and Communications**

- 2.12.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this Price List, 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 placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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### **SECTION 3 - SERVICE AREAS**

#### **3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by authorized incumbent local exchange companies within the state of Florida.

#### **3.2 Service Quality**

As a reseller, the quality of service provided to the Company's end users will be equal to that received from the Company's underlying carrier.

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**SECTION 4 - SERVICE CHARGES****4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's billing information. All such charges will appear on the Customer's next bill following installation or change of service.

	<u>Residential</u>	<u>Business</u>
Line Connection Charge		
First Line	\$43.00	\$60.00
Each Additional Line <sup>(1)</sup>	\$14.00	\$12.00
Line Change Charge		
First Line	\$28.00	\$45.00
Each Additional Line <sup>(1)</sup>	\$13.00	\$11.00

**NOTES:**

- (1) Additional Line installation charges apply only when 2 or more lines are ordered and installed at the same time and at the same Customer Premises.

**4.2 Installation and Change Charges**

Installation and Change Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service or effecting changes in service requested by the customer. Installation charges only apply under specific circumstances and an estimate will be provided the customer in advance of any work being done.

Charges commence when Company personnel are dispatched to the Customer premises at their request and end when the work is completed. The cost for any materials or equipment will be in addition to the charges listed below and will be presented to the customer prior to the commencement of any work. The rates for Installation and Change Charges are as follows:

First 30 minutes (minimum)	\$45.00
Per hour	\$75.00
Per Quarter hour	\$18.75

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**SECTION 4 - SERVICE CHARGES (CONT'D)****4.3 Restoration of Service**

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

	<u>Residential</u>	<u>Business</u>
Per occasion	\$28.00	\$45.00

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## SECTION 5 – SERVICE AND PRODUCT DESCRIPTIONS

### 5.1 General

#### 5.1.1 Services Offered

The following Network Services are available to customers pending availability and approval by the company to provide service:

Analog Line Business (T)  
Standard Residential Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)  
Optional Calling Features  
IntraLATA Toll Services (also see company's FL Tariff No. 1.)  
Listing Services (including Non Published and Non-Listed Services)  
Directory Assistance  
Operator Services  
Miscellaneous Services

#### 5.1.2 Application of Rates and Charges

All services offered in this Price List are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured or flat rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks, and ISDN PRI.

#### 5.1.3 Emergency Services Calling Plan

Access to the local operator or emergency services bureau is provided at no additional charge by dialing 0 or 9-1-1 and is provided with all outbound local services. Emergency 911 service access will be maintained during temporary disconnections for non-payment of a residential subscriber's local service.

#### 5.1.4 Telecommunications Relay Service

For calls received from the Relay Service, the Company will when billing relay calls discount Relay Service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call.

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**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)****5.2 Call Timing for Usage Sensitive Services**

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

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

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**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)****5.3 Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

**5.3.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**5.3.2** The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced BellCore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**5.4 Rate Time Periods**

All rates are flat rates and not sensitive to time of day or day of week.

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**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)****5.5 Basic Residence Line**

The Standard Residence Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Additional lines and various optional features are available.

**5.6 Analog Line – Business (T)**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy. Other features are available.

**5.7 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level. Basic Trunks may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges where available.

**5.8 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provide the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware, or other equipment not provided by the Company under this Price List. Such hardware and software is the responsibility of the Customer unless other arrangements are made.



**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)****5.9 Integrated Services Digital Network (ISDN)****5.9.1 General**

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network.

**5.9.2 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)**

The Primary Rate Interface (PRI) consists of a 23B Channels plus one D Channel. Basic configuration includes 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The B channels are designed for voice, data, or video. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) private line facilities that enables Customer control of the 24 individual channels. PRI supports 1+, 0+, 7 digit, and 10 digit Local, IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Customers to direct voice, data and video over the Public Switched Telephone Network. Channels may be pre-subscribed to an IXC carrier of their Customer's choice. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only, as well as DID's.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Customers are able to link up to 20 DS-1s together, providing a maximum of 479 64Kbps B channels controlled by a single D (signaling) channel.

**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (Cont' d)****5.10 Optional Calling Features**

The Company offers the features listed in Section 5.10.1. Service availability may vary by customer location, type of service provided the Customer by the Company, and available facilities.

**5.10.1 Feature Descriptions**

- A. Call Transfer** – Allows a subscriber to transfer a call in progress to another number, which may be a local or toll call.
- B. Toll Restricted** – Allows the subscriber to restrict toll calls on a given telephone number.
- C. Star 98** – Allows the subscriber to access voice mail by dialing \*98.
- D. Call Forwarding Variable** - Permits the end-user to forward all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- E. Call Forwarding, Remote Activation** - Permits the end-user to activate or deactivate the Call Forwarding Feature from a remote location. The end-user must dial an activation code in order to turn the feature on or off.
- F. Call Forwarding Don' t Answer:** Permits the forwarding of incoming calls when the end-user' s line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- G. Call Forwarding Busy Line:** Permits the forwarding of incoming calls when the end-user' s line is busy. The forwarded number is fixed by the end-user service order.

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**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (cont'd.)**

- H. Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- I. Call Waiting - Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:
- Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Direct the waiting caller to hold via a recording  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)
- Full utilization of Call Waiting Deluxe requires specialized Customer Equipment not provided by the Company. It is the responsibility of the Customer to provide the necessary equipment. The end -user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.
- J. Caller ID - Basic:** Permits the end-user to view the number of the calling party on incoming telephone calls if sent by the originating caller/provider. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (cont'd.)**

- K. Caller ID - Deluxe:** Permits the end-user to view the name and number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- L. Anonymous Call Rejection:** Permits the end -user to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- M. Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the screening list.
- N. Call Return:** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- O. Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

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**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (cont'd.)**

- P. Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked unless the caller dials a pre-assigned number prior to dialing.
- Q. Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not normally provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.
- R. Repeat Dialing (Auto Redial):** Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
- Calls to 800 Service numbers
  - Calls to 900 Service numbers
  - Calls preceded by an interexchange carrier access code
  - International Direct Distance Dialed calls
  - Calls to Directory Assistance
  - Calls to 911

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**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)**

**5.10 Optional Calling Features, (Cont'd.)**

**5.10.1 Feature Descriptions, (cont'd.)**

- S. Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. This may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from a speed calling list.
- T. Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- U. Multiple Number Distinctive Ringing –** Allows one line to have multiple ringing patterns to identify different numbers called.

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**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)****5.11 Listing Services**

For each Customer of Company-provided Exchange Service, the Company shall arrange for the listing of the Customer's main billing telephone number in the directory published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company may arrange for additional listings for an additional charge. The Customer also has the option of arranging for additional listings directly with the Directory Publisher.

**5.11.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.11.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**5.12 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

**5.13 Operator Services**

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

**SECTION 5 - SERVICE AND PRODUCT DESCRIPTIONS, (CONT'D.)****5.14 Intrastate Long Distance Services**

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its Florida Tariff No. 1. Service is available for use by Customers twenty-four (24) hours a day. Callis Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Callis Long Distance Service is offered for InterLATA and IntraLATA calling. Customers must arrange for IntraLATA and InterLATA service from the interexchange carriers of their choice.

**5.15 Miscellaneous Services****5.15.1 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

**5.15.2 Service Provider Number Portability End User Line Charge**

This service allows a Customer, where facilities permit, to maintain the same Directory Number when changing from one telecommunications provider to another while staying at the same location. This service also allows all customers to complete local calls to numbers that have been ported. This charge applies to all lines that are portable between telecommunications service providers. An end user line is deemed to be portable at the time the NPA-NXX serving that line is capable of providing Local Number Portability.



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**SECTION 6 – Reserved for Future Use**

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## SECTION 7 - LOCAL SERVICES PRICE LIST

### 7.1 General

Services provided in this Price List section are provided as available. Local Services may be provided through the use of resold switching and transport facilities obtained from Other Telephone Companies or through the Company's own facilities. Availability of each Service and Feature is dependent upon facilities, location and availability.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers. The rates, terms and conditions set forth in this Section may not be applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier, other than BellSouth Telecommunications, unless specified.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Florida Public Service Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned, in whole or in part, prior to the effective date.

### 7.2 Basic Residence Local Exchange Service

Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Additional lines and features are available.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis depending on the service plan selected by the Customer. All service plans may not be available in all areas.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Usage charges apply for calls placed from the Customer's line and, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company notwithstanding advance payments.

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)****7.2 Residence Local Exchange Service (Cont'd)****7.2.1 Basic Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service for each line. The rates and charges below apply to service provided on a month-to-month basis and allows the customer unlimited (local, non-toll) calling to all exchange access lines within the customer's local calling area.

Basic Residential Service	\$11.00
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Rates for additional Features can be found in Section 7.7.2 of this Price List.

**7.2.3 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are contained in Section 4 of this Price List. All such charges will appear on the next bill following installation of the service.

**7.2.4 Residence Optional Calling Plans****A. Silver Residential Plan**

The Silver Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area, Basic Caller ID, and Call Waiting.

Silver Residential Plan	\$ 21.00
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**B. Gold Residential Plan**

The Gold Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area, and selection of any combination of up to eight (8) Features listed in Paragraph 7.7.2 of this Price List with the exceptions of Voice Mail, RCF and Hunting which are only available at an additional cost.

Gold Residential Plan	\$30.00
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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)****7.2 Residence Local Exchange Service (Cont'd)****7.2.4 Residence Optional Calling Plans (Cont'd)****C. Callis Residential Area Calling**

Residential customers who subscribe to one of the above plans may also subscribe to Callis Area Calling. For a flat monthly fee the customer has unlimited calling within the LATA. This is only available where Company has the necessary facilities and ability to offer this service. This service is for voice use. Customers may not utilize this service for data, dial-up Internet access or other similar uses. The company reserves the right to immediately discontinue this optional calling plan when abuse is suspected. When this occurs, the Company will make every reasonable effort to immediately contact and notify the customer. When this occurs, the customer will not lose service but will be billed at regular rates specified in the Company's Price List#2.

Callis Area Calling Monthly Fee	\$17.95
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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)****7.3 Basic Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis depending on the service plan selected by the Customer. All service plans may not be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**7.3.1 Monthly Recurring Charges**

The following charge applies to a Standard Business Local Exchange Service line per month. Rates and charges include Touch-tone Service for each line. The charge below applies to service provided on a month-to-month basis.

Analog Line Business, Single Line	\$49.99 (T)(I)
Basic Business Service, Multiline, per Line	\$32.95 (D)

**7.3.2 Non-Recurring Charges**

Unless otherwise stated in this Section, non-recurring charges apply to each line installed for the Customer. Non-recurring charges are contained in Section 4 of this Price List. All such charges will appear on the next bill following installation of the service.

**7.3.3 Hunting (aka. Rotary)**

The following charges apply on a per line basis to any Business Lines equipped with Hunting.

Monthly recurring Charge	\$9.75
Business Line with Gold Package	\$4.95

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)****7.3 Business Local Exchange Service, (Cont'd)****7.3.4 Callis Business Area Calling**

Business customers who subscribe to one of the above plans may also subscribe to Callis Area Calling. For a flat monthly fee the customer has unlimited calling within the LATA. This is only available where Company has the necessary facilities and ability to offer this service. This service is for voice use and may not be used for telemarketing. Customers may not utilize this service for data, dial-up Internet access or other similar uses. The company reserves the right to immediately discontinue this optional calling plan when abuse is suspected. When this occurs, the Company will make every reasonable effort to immediately contact and notify the customer. When this occurs, the customer will not loose service but will be billed at regular rates specified in the Company's Florida Tariff No. 1.

Callis Area Calling Monthly Fee	\$29.95
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**7.3.5. Optional Business Calling Plans (where available)****A. Business Premium Plan**

Premium Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area, and selection of any combination of up to ten (10) Features listed in Paragraph 7.7.2 of this Price List with the exceptions of Voice Mail, RCF and Hunting which are only available at an additional cost.

Monthly Rate	
Business Premium Plan, First Line	\$52.00
Each additional Line	\$49.00
One Year Term	
Business Premium Plan, First Line	\$47.00
Each additional Line	\$45.00
Two Year Term	
Business Premium Plan, First Line	\$44.00
Each additional Line	\$42.00
Three Year Term	
Business Premium Plan, First Line	\$41.00
Each additional Line	\$39.00

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)****7.4 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with touch-tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers, which routes a call to the next idle trunk in a prearranged group. PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.5).

Business PBX Trunk Service	\$35.00
Hunting Feature	\$9.75

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)****7.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.4 of this Price List. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	\$900.00	\$5.00
Each Additional Block of 20 DID Numbers	\$15.00	\$5.00
DID Trunk Termination:		
Per Inward Only Trunk	\$ 90.00	\$26.00
Per Combination Trunk with Call Transfer	\$250.00	\$54.00
Non-consecutive DID's, each	\$90.00	\$0.25

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)****7.6 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)**

The following rates apply to all PRI's provided by the company. Service availability is based on Company's ability to provide service in any given area.

PRI Access	<u>NRC</u>	<u>MRC</u>
Installation	\$875.00	
12 Month Term		\$135.00
24 Month Term		\$129.00
36 Month Term		\$118.00
Interoffice Channel, each		
Installation	\$125.00	
12 Month Term		\$72.00
24 Month Term		\$69.00
36 Month Term		\$63.00
Per Mile Charge		
12 Month Term		\$23.00
24 Month Term		\$21.00
36 Month Term		\$19.00
Interface, each		
Installation	\$110.00	
12 Month Term		\$380.00
24 Month Term		\$370.00
36 Month Term		\$330.00
B Channels, each		
Installation	\$5.00	
12 Month Term		\$47.00
24 Month Term		\$44.00
36 Month Term		\$40.00
D Channels, no additional charge		

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)****7.7 Optional Calling Features**

The Features in this section are made available on an individual basis or as part of various plans as described in this Section. All Features are provided subject to availability. Certain Features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling Features may not be acceptable in some cases.

**7.7.1 Features Offered on a Usage Sensitive Basis**

The following Features are available to all local exchange line Residential and Business Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Usage Charge indicated below each time a feature is used by the Customer.

<u>Optional Calling Feature</u>	<u>Residential</u>	<u>Business</u>
Three-Way Calling	\$1.25	\$1.25
Call Return	\$1.25	\$1.25
Repeat Dialing	\$1.25	\$1.25
Busy Connect	\$1.25	\$1.25

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)**
**7.7 Optional Calling Features, (Cont'd.)****7.7.2 Features Offered on Monthly Basis**

The following optional calling Features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each Feature. No usage sensitive charges apply. All Features and fees are on a per line basis. With the exception of Hunting (Roll-Over) and Memory Call (voice mail), this table will be used as part of the residential and business optional plans defined in paragraphs 7.2.4 and 7.3.3 of this Price List. Hunting and Memory Call are considered an additional Feature to any Plan the customer may subscribe to and will be billed accordingly. A secondary service order charge will apply per order unless installed at the initiation of service.

<u>Optional Calling Feature</u>	<u>Residential</u>	<u>Business</u>
Call Forwarding Variable	\$5.90	\$6.90
w/Remote Access	\$7.00	\$7.00
Call Forwarding Don't Answer	\$1.50	\$4.70
Three Way Calling w/Call Transfer	\$6.50	\$6.50
Call Forwarding Busy Line	\$1.50	\$4.70
Call Waiting – Basic	\$6.90	\$6.90
Call Waiting – Deluxe	\$7.95	N/A
Caller ID – Basic	\$6.00	\$9.50
Caller ID – Deluxe	\$8.50	\$10.00
Caller ID Deluxe w/Anonymous Call Rejection	\$8.50	\$10.00
Call Block	\$5.95	\$6.50
Call Return	\$5.95	\$6.50
Call Tracing	\$5.95	\$6.50
Distinctive Ringing – First	\$5.00	\$11.00
Distinctive Ringing – Second	\$7.00	\$12.00
Remote Call Forwarding	\$18.50	\$18.50
RCF Add'l Path	\$18.50	\$18.50
(Note: RCF has an installation charge of \$12.50 per path)		

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (CONT'D.)****7.7 Optional Calling Features, (Cont'd.)****7.7.2 Features Offered on Monthly Basis, (cont'd.)**

<u>Optional Calling Feature</u>	<u>Residential</u>	<u>Business</u>
Speed Calling (30 codes)	\$5.90	\$5.00
Speed Calling (8 codes)	\$5.90	\$5.00
Customer Control Call Forward		
Busy Line	\$3.00	\$8.00
Don't Answer	\$3.00	\$8.00
Three Way Calling	\$5.50	\$6.00
Star 98 Access	\$1.00	\$2.00
Anonymous Call Rejection	\$4.00	\$4.00
Calling Number Delivery Blocking (per line equipped)	no charge	no charge
Privacy Director	\$5.00	N/A
Message Waiting. audible	\$0.50	\$0.75
Hunting (Roll-Over) per line	\$8.00	\$8.50
Voice Mail Companion Package (includes Call Forward Busy, Don't Answer, and Star 98 access)	\$2.50	\$9.00

**7.7.3 Distinctive Ringing with Additional Number (similar to RingMaster)**

This service provides an additional telephone number to be assigned to the same primary line. When dialed the ring will sound differently thus allowing the called party to determine what number the caller dialed. This service may not be available in all areas. The following rates apply:

	<u>Residential</u>	<u>Business</u>
One additional number	\$5.00	\$10.00
Second Additional number	\$7.00	\$12.00

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES****8.1 Directory Listings****8.1.1 Rules and Regulations****A. General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company may use abbreviations in listings. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name. A name may be repeated in the white pages only when a different address or telephone number is used.

**B. Directory Errors or Omissions**

The Company's liability for any damages arising out of errors in or omissions from directory assistance records or directory listings, including without limitation Yellow pages or White Pages listings or directories, for which no additional charge is made, shall not exceed \$50.00 for businesses and \$10.00 for residences.

For listings furnished at additional charge, the Company's liability for any damages whatsoever arising out of errors in or omissions from directory assistance records or directory listings, including without limitation Yellow Pages or White Pages listings or directories, shall not exceed the amount of the charge to the Customer for Local Exchange Service listing during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the Customer, or \$50.00 for businesses or \$15.00 for residences, whichever is less.

The Company shall not be liable to the Customer for any damages whatsoever arising out of errors in or omissions from directory assistance records or directory listings, including without limitation Yellow Pages or White Pages listings or directories, caused by any act or omission of a third party or other entity. Additionally, the Company will have no liability when it has attempted to reconcile directory listings prior to publication of the directory and the Customer did not respond as requested to inquiries regarding verification of their listings. In this case, the Company has no liability whatsoever.

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**

**8.1 Directory Listings, (Cont'd.)**

**8.1.2 Composition of Listings**

**A. Names**

The following names may be included in business service listings:

1. The name of subscriber or joint user.
2. The name of the business enterprise that the subscriber or joint user conducts.
3. The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
4. The name of any person associated with the subscriber or joint user in the same business.
5. The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
6. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.
7. The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
8. The name of the subscriber to a sharing arrangement.

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)****8.1 Directory Listings, (Cont'd.)****8.1.2 Composition of Listings, (cont'd.)****B. Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this Price List. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiroprapist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**

**8.1 Directory Listings, (Cont'd.)**

**8.1.2 Composition of Listings, (cont'd.)**

**C. Address**

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer. The designation in the listing will be provided according to the rules in paragraph 8.1.2.B above.

**D. Telephone Number**

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.



**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)****8.1 Directory Listings, (Cont'd.)****8.1.3 Types of Listings****A. Standard Listing**

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

**B. Indented Listing**

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD  
Office 125 Portland 555-4180  
Residence 9 Glenway 555-8345

**C. Cross Reference Listing**

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

**8.1.4 Free Listings**

One Standard listing for each individual line service including PBX Trunks is provided at no additional charge to the Customer.

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)****8.1 Directory Listings, (Cont'd.)****8.1.5 Rates for Additional Listings - Business Customers**

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4. A secondary service order charge applies per order.

<b>Type of Listing</b>	<b>Residential Customers</b>	<b>Business Customers</b>	
Reference/Cross Reference:			
- Each Line	\$1.20	\$2.10	
Alternate Telephone Number/Night Listing:			
- Night, Sundays & Holidays	\$1.20	\$2.10	
- First Line	\$1.20	\$2.10	
Duplicate Listing:			
2 or More Lines:			
- First Line	\$1.20	\$2.10	
- Each Additional Line	\$1.20	\$2.10	
Other Duplicate Listings, each	\$1.20	\$2.10	
Additional Listing	\$1.20	\$2.10	
Foreign Listing	\$1.20	\$2.10	

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)****8.2 Non-Published Service****8.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

**8.2.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**8.2.3 Rates and Charges**

There is a monthly charge for each non-published service (line).

Residential Customer, Non-published service charge, per month:	\$2.08
Business Customer, Non-published service charge, per month:	\$3.50

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)****8.3 Non-Listed Service****8.3.1 General**

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

**8.3.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a non-listed number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

**8.3.3 Rates and Charges**

There is a monthly charge for each non-listed service. This charge also applies if the Customer has other listed service at the same location.

Residential Customer, Non-listed service charge, per month:	\$0.30
Business Customer, Non-listed service charge, per month:	\$1.15

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT' D.)****8.4 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. Rates and charges for IntraLATA and InterLATA Directory Assistance service are provided in the Company's Florida Tariff No. 1.

Each Local Directory Assistance Call, Residential Customers	\$1.25
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Each Local Directory Assistance Call, Business Customers	\$1.25
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Directory Assistance Call Completion	\$0.45
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(applies to business and residence when automated operator dials the call for the Customer)

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**SECTION 9 - OPERATOR SERVICES****9.1 General**

Customers may utilize local operator services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

**9.2 Local Operator Services****9.2.1 Charges (applies to subscribed and non-subscribed customers/end users)**

	<u>Per Call</u>
Station-to-Station:	
- Customer Dialed Calling Card	\$1.00
- Operator Assisted	\$2.00
Person-to-Person	\$2.95
Operator Dialed Surcharge	\$1.25
- Partially Automated Surcharge	\$0.75
Note: Operator Dialed Surcharge and Partially Automated Surcharge is in addition to the Station to Station or Person to Person fees.	
Busy Line Verification	\$4.50
Busy Line Interrupt	\$9.00

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## **SECTION 10 - LONG DISTANCE SERVICES**

### **10.1 General**

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in The Company's Florida Tariff No. 1. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier.

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**SECTION 11 - MISCELLANEOUS SERVICES****11.1 Carrier Presubscription****11.1.1 General**

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

**11.1.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer may select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and another carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call. If this option is selected the Company will invoice the customer the monthly EUCL charge.

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**SECTION 11 - MISCELLANEOUS SERVICES, (CONT'D.)**

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

**11.1.3 Rules and Regulations**

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in this Price List.

**11.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge. A Customer may option to not have an assigned carrier.

If a new Customer selects a bundled plan of service that includes local and long distance service, if offered, the Customer must select the Company as their carrier for al long distance to take advantage of the plan.

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**SECTION 11 - MISCELLANEOUS SERVICES, (CONT'D.)****11.1 Carrier Presubscription, (Cont'd.)****11.1.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Nonrecurring Charge per line or trunk (applies to business and residential service)	\$1.49
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**11.2 Service Provider Local Number Portability End User Line Charge****11.2.1 End User Line Monthly Charges for Number Portability**

	<u>Rate Per Month</u>
Residential Local Exchange Line, per Line	\$0.35
Business Local Exchange Lines, per Line	\$0.35
PBX Trunks, per Trunk	\$3.15
Primary Rate ISDN Interface (ISDN PRI), per Interface	\$1.75
Station Line, Centrex or similar	\$0.35

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**SECTION 11 - MISCELLANEOUS SERVICES, (CONT'D.)****11.3 Restricted Dialing Options**

**11.3.1** Restricted Dialing allows the Customer to restrict certain types of calls from being placed over their telephone lines or trunks. **Calls to 911 will never be blocked.** This service is provided where facilities are available. Customer may select certain restrictions to be applied on a line by line basis preventing certain types of calls from being placed on that particular line. Following are the descriptions for each option:

Option 1	1+, 0-, 0+, 00-, (1+/0+) 411, 900, IDDD 011+, 101XXXX, LD 555-1212
Option 2	0-, 0+, 00-, Intl 01, 101XXXX
Option 3	1+, 0-, 0+, 00-, 900, Intl 01, IDDD 011+, 101XXXX, LD 555-1212
Option 4	900
Option 5	101XXXX
Option 6	all calls except local 7 digit dialing

**11.3.2** The installation fee for each Option is \$9.00. The following monthly rates apply for the indicated Options:

	<b>Residence</b>	<b>Business</b>
Option 1	\$4.00	\$5.50
Option 2	\$4.00	\$5.50
Option 3	\$4.00	\$5.50
Option 4	N/A	N/A
Option 5	N/A	\$5.50
Option 6	4.00	\$5.50

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**SECTION 12 - PRIVATE LINE SERVICES**

**12.1 [Reserved for Future Use]**

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**SECTION 13 - SPECIAL ARRANGEMENTS****13.1 Contract Services**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Price List. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

Rates, charges, terms and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus and appropriate level of contribution. After acceptance by the customer, the Company will furnish the proposal and appropriate support documentation to the Commission, under seal as confidential and proprietary information prior to implementation.

Contract service arrangements may be offered on any non-basic service in this Price List, or may be offered for a basic service only if the basic service is offered as part of a package with non-basic services.

Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this Price List.

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**SECTION 13 - SPECIAL ARRANGEMENTS****13.2 Trial Price Lists****13.2.2 Regulations**

- A.** Marketing and/or technical trials shall be governed by the regulations set forth in this section of the Price List.
- B.** A marketing and/or technical trial shall not require a Price List filing or demand a cost support to initiate the trial. However, a transmittal letter shall be provided to the Public Service Commission prior to the start of the trial which will include the following information:
  - 1.** A description of the new service proposed to be offered;
  - 2.** The specific geographic area(s) or telephone exchange(s) in which the service is to be offered;
  - 3.** The rates and charges for the service, including any applicable range of rates within which the rates may be increased or decreased;
  - 4.** All rules and regulations governing the offering of the trial service to customers.
- C.** A trial service may be offered to a subscriber, a group of subscribers, or to all subscribers in the classification(s) of service and the specific area(s) for which the trial service is made available. If the trial is to be limited to specific subscribers, the trial customer(s) shall be listed in the transmittal letter. However, a trial service may be offered at different rates to different subscribers, and to different geographical locations for the purpose of determining the appropriate rate(s). Rates for a trial service may also change for a specific location during the trial period to determine the appropriate rate(s).
- D.** The applicable terms and conditions for the trial services shall be determined by the Company and provided for a test period of not less than one month or more than twelve months.
- E.** The Company reserves the right to alter the rates, within the specific range, with proper notice to the Commission.

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## **SECTION 14 - PROMOTIONAL OFFERINGS**

### **14.1 Special Promotions**

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Price List offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission and will be included in the Company's Price List.

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