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ACCESS SERVICES TARIFF

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Tariff Schedule Applicable to  
Intrastate Access Service

Telecommunications Services Furnished by

Voxbeam Telecommunications Inc.

Between Points Within the State of Maryland

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Issued: December 13, 2012

Effective Date: February 20, 2013

Issued By: Paul Cusack, CEO  
7450 Dr. Phillips Boulevard, Suite 314  
Orlando, FL 32819

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**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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 ACCESS SERVICES TARIFF
 

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## CHECK SHEET

Sheets 1 through 63 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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

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## ACCESS SERVICES TARIFF

## TABLE OF CONTENTS

1	GENERAL .....	5
1.1	Explanation of Symbols .....	5
1.2	Application of the Tariff .....	5
1.3	Definitions .....	6
2	RULES AND REGULATIONS.....	11
2.1	Undertaking of the Company .....	11
2.2	Obligations of the Customer .....	11
2.3	Liability of the Company .....	13
2.4	Application for Service .....	16
2.5	Payment for Service .....	17
2.6	Allowance for Interruptions in Service .....	18
2.7	Reserved for Future Use.....	18
2.8	Unlawful Use of Service .....	19
2.9	Interference with or Impairment of Service.....	19
2.10	Telephone Solicitation by Use of Recorded Messages.....	19
2.11	Overcharge/Undercharge .....	20
2.12	Obligations of the Customer .....	21
2.13	Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities.....	26
2.14	Identification and Rate of Toll VoIP-PSTN Access Traffic.....	27
3	SWITCHED ACCESS SERVICES .....	30
3.1	General.....	30
3.2	Manner of Provision.....	31
3.3	Rate Categories .....	32
3.4	Access Ordering.....	34
3.5	Special Construction or Special Service Arrangements .....	36
3.6	Obligations of the Company .....	36
3.7	Obligations of the Customer .....	38
3.8	Rate Regulations .....	39
3.9	Rates and Charges.....	44
4	DEDICATED ACCESS SERVICE .....	46
4.1	General.....	46
5	MISCELLANEOUS SERVICES AND CHARGES .....	47
5.1	Billing and Collection .....	47
6	SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION .....	61
6.1	Special Contract Arrangements.....	61
6.2	Individual Case Basis ("ICB") Offerings .....	61
6.3	Special Service Arrangements.....	62
6.4	Non-Routine Installation Charges .....	62
6.5	Special Construction Charge.....	63

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---

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GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's Switched Access Services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to Communications Carriers certified by the Maryland Public Service Commission.
- 1.2.3 The Company's service territory is consistent with the territory set forth in Verizon Maryland's tariff.

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**ACCESS SERVICES TARIFF**

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**1.3 Definitions**

**Access or Access Service** - Access or Access Service includes services and facilities provided for the origination or termination of any intrastate telecommunication regardless of the technology used in transmission. This includes voice and data communications services that may use TDM, Internet Protocol ("IP"), or other technology.

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

**Access Line** - An arrangement which connects the Customer's local exchange line to a Company designated switching center or point of presence.

**Access Minutes** - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

**Access Service Request (ASR)** - The service order form used by access service Customers and the Company to the process of establishing, moving or rearranging access services provided by the Company.

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

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

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

**Call** - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

"Carrier," "Company" or "Utility" refers to Voxbeam Telecommunications Inc.

**Central Office** - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User connections are terminated for purposes of interconnection to other connections, trunks, or access facilities.

**Channel** - A communications path between two or more points.

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**1.3 Definitions, (Cont'd.)**

“Commission” means the Maryland Public Service Commission.

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

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

"Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service. The Customer could be an End User, interexchange carrier, a wireless provider, other telecommunications carriers or providers originating or terminating VoIP-PSTN Access Traffic or any other carrier authorized to operate.

Customer Premises - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End User - The term “End User” means any Customer of an Intrastate Telecommunications Service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an “End User” when such carrier uses a Telecommunications service for administrative purposes and a person or entity that offers Telecommunications services exclusively as a reseller shall be deemed to be an “End User” if all resale transmissions offered by such reseller originate on the premises of such reseller. An End User must pay a fee to the Company for telecommunications service. Other carriers, including IXCs, are not considered to be End Users under the terms of this Tariff, unless the Company consents to such classification in writing.

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

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**ACCESS SERVICES TARIFF**

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**1.3 Definitions, (Cont'd.)**

**Host Office** - An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

**Individual Case Basis or ICB** - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

**Interstate** - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

**Intrastate** - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

**Interexchange Carrier (IXC or IC)** - A long distance telecommunications services provider that furnishes services between exchange areas.

**LATA** - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

**LEC** - Local Exchange Company.

**Message** - See Call.

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

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

**PIC Authorization** - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

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**1.3 Definitions, (Cont'd.)**

**PIC - Primary Interexchange Carrier.**

**Point of Presence or POP -** The physical location associated with an Interexchange Carrier's communication and switching systems.

**Point of Termination -** The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises -** A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

**Presubscription -** An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

**Primary Interexchange Carrier -** The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

**Query -** The inquiry to a Company data base to obtain information, processing instructions or service data.

**Recurring Charge -** The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

**Residential - Customer is a Customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.**

**Service -** Means any telecommunications service(s) provided by the Carrier under this tariff.

**Serving Wire Center Switch -** A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

**Station -** Means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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**1.3 Definitions, (Cont'd.)**

**Terminating Direction** - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

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

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

**VOIP-PSTN Access Traffic** - VoIP-PSTN Access Traffic is the access traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet protocol compatible customer premises equipment.

**VoIP Service** – Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP services are those services that require the use of IP compatible customer premises equipment.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

2.1.1 The company undertakes to furnish Switched Access Services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Maryland under the terms of this tariff.

2.1.2 The Company shall be responsible only for the installation, operation and maintenance of service, which it provides and does not undertake to transmit messages under this tariff.

**2.2 Obligations of the Customer**

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)**

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts, which are applicable to such connections.

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

**2.3.2 Service Irregularities**

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

**2.3.3 Claims of Misuse of Service**

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liability of the Company, (Cont'd.)****2.3.4 Defacement of Premises**

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

**2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations.**

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

**2.3.6 Service at Outdoor Locations**

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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ACCESS SERVICES TARIFF

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

2.3 Liability of the Company, (Cont'd.)

2.3.7 Warranties

2.3.7.1 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.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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ACCESS SERVICES TARIFF

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

2.4 Application for Service

2.4.1 Minimum Contract Period

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

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.



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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Payment for Service**

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in COMAR 20.45.04.05 through COMAR 20.45.04.07.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 The Company will not collect attorney fees or court costs from customers.

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ACCESS SERVICES TARIFF

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

2.6 Allowance for Interruptions in Service

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.7 [RESERVED FOR FUTURE USE]

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****PROVISION OF SERVICE AND FACILITIES****2.8 Unlawful Use of Service**

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

**2.9 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**2.10 Telephone Solicitation by Use of Recorded Messages**

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

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ACCESS SERVICES TARIFF

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

2.11 Overcharge/Undercharge

2.11.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Obligations of the Customer****2.12.1 The Customer shall be responsible for:**

- 2.12.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.12.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.12.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
- 2.12.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.12.1.5 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 the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Obligations of the Customer, (Cont'd.)****2.12.1 The customer shall be responsible for: (Cont'd.)**

2.12.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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

2.12.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.12.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

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

2.12.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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ACCESS SERVICES TARIFF

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

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

- 2.12.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Obligations of the Customer, (Cont'd.)****2.12.6 Jurisdictional Reports**

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

2.12.6.1.A **Originating Access:** Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

2.12.6.1.B **Terminating Access:** Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

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



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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Obligations of the Customer, (Cont'd.)****2.12.7 Jurisdictional Audits**

- 2.12.7.1 The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- 2.12.7.2 Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply the required data within 30 calendar days of the Company request.
- 2.12.7.3 In the event that an audit reveals that any Customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- 2.12.7.4 Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- 2.12.7.5 Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities**

2.13.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.12.2(c).

- (a) If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- (b) If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- (c) If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Identification and Rating of Toll VoIP-PSTN Access Traffic****2.14.1. Scope**

Toll VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order") and the FCC's Second Order on Reconsideration (April 25, 2012) ("Second Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Access Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order and Second Order.

**2.14.2. Rating of Toll VoIP-PSTN Access Traffic**

The Relevant VoIP-PSTN Access Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable interstate switched access Tariff FCC No. 1.

**2.14.3. Calculation and Application of Percent-VoIP-PSTN Usage Factor**

The Company will determine the number of Relevant VoIP-PSTN Access Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection 2.14.2, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer after June 30, 2014. From the effective date of this tariff through June 30 2014, the PVU will be applied to only the terminating intrastate access MOU. The PVU will be derived and applied as follows:

- A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is terminating access sent to the Company and that originates in IP format; or (b) is originating access received from the Company and terminates in IP format after June 30, 2014. From the effective date of this tariff through June 30, 2014, the PVU will represent only the terminating intrastate access MOU. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Identification and Rating of Toll VoIP-PSTN Access Traffic, (Cont'd.)****2.14.3. Calculation and Application of Percent-VoIP-PSTN Usage Factor, (Cont'd.)**

- B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate access MOU in the State that the Company originates or terminates in IP after June 30, 2014. From fifteen (15) days after the effective date of this tariff through June 30, 2014, the PVU will represent only the terminating intrastate access MOU. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- C. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total intrastate access MOU exchanged between the Company and the Customer that is originated or/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends after June 30, 2014. From the effective date of this tariff through June 30, 2014, the PVU will represent only the relevant terminating intrastate access MOU. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
- D. The Company will apply the effective PVU factor to the applicable intrastate access MOU exchanged with the Customer to determine the number of VoIP-PSTN Access Traffic MOUs.

Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is  $0\% + (10\% \times 100\%) = 10\%$ . The Company will bill 10% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 3: The PVU-B is 100%. No matter what the PVU-A factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Identification and Rating of Toll VoIP-PSTN Access Traffic, (Cont'd.)****2.14.3. Calculation and Application of Percent-VoIP-PSTN Usage Factor, (Cont'd.)**

- E. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph A., the Company will utilize an effective PVU equal to the PVU-B.
- F. The Customer shall not modify their reported PIU factor to account for Toll VoIP-PSTN Traffic.

**2.14.4. Initial PVU Factor**

If the Customer does not provide the Company with a PVU-A within 15 days from the effective date of this tariff or within 15 days from the date the Customer initially utilizes the Company's switched access service, the Company will set the PVU equal to the PVU-B, as specified in 2.14.3.B above.

**2.14.5. PVU Factor Updates**

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection 2.14.3.A or 2.14.3.B, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised effective PVU. The revised effective PVU factor will apply prospectively and serve as the basis for billing until superseded by a new effective PVU.

**2.14.6. PVU Factor Verification**

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the effective PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers, and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE****3.1 General**

- 3.1.1 Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises.
- 3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
- 3.1.4 The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.2 Manner of Provision**

- 3.2.1 Switched Access Service is furnished for originating and/or terminating traffic.
- 3.2.2 Feature Group Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches, for the Customer's use in originating and terminating communications. Basic Switched Access Service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).
- 3.2.3 Two types of Feature Group Access are available:
- A. Tandem Connect Access: This option applies when the Customer has no direct facilities to the End Office. All traffic is routed to and from End Office via an Access Tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Tandem Connect Access shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
  - B. Direct Connect Access: This option applies when the Customer has direct facilities to the End Office. This transmission path is dedicated to the use of a single Customer. The Company may require the Customer to submit an ASR or comparable documentation for Direct Connect Access. The dedicated components of Direct Connect Access are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6.3 of this tariff.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.3 Rate Categories**

There are five rate categories which apply to Switched Access Service:

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

**3.3.1 Common Line**

The Common Line component is related to the use of Company-provided or leased end user common lines, or equivalent connections, by Customers and End Users for Intrastate access.

**3.3.2 Switched Transport**

The Switched Transport component is related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport component also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

**3.3.3 End Office Switching**

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



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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

3.3.4 Toll-Free 8XX Data Base Query

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

3.3.5 Switched Access Optional Features

Various optional features may be available and will be priced on an individual case basis.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.4 Access Ordering****3.4.1 General**

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - 1. Customer name and Premises address(es);
  - 2. Billing name and address (when different from Customer name and address); and
  - 3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

**3.4.2 Access Service Date Intervals**

- A. Access Service is provided with Standard or Negotiated Intervals
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
  - 1. For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

## 3.4 Access Ordering, (Cont'd.)

## 3.4.2 Access Service Date Intervals, (Cont'd.)

## B. (Cont'd.)

2. For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

- a. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- b. There is no existing facility connecting the Customer Premises with the Company; or
- c. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- d. The Company determines that Access Service cannot be installed within the Standard Interval.

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

## 3.4.3 Access Service Request Modifications

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

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.5 Special Construction or Special Service Arrangements**

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6.3 of this tariff.

**3.6 Obligations of the Company**

3.6.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

**A. Network Management**

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.6 Obligations of the Company, (Cont'd.)****3.6.1 (Cont'd.)****B. Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.7 Obligations of the Customer**

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.2 of this tariff and are as follows:

**A. Report Requirements**

Customers are responsible for providing the following reports to the Company, when applicable:

**(1) Jurisdictional Reports**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.12.2(c) preceding.

**(2) PVU Reports**

When a Customer orders Switched Access Service for origination or termination of Toll VoIP PSTN traffic, the Customer is responsible for providing the PVU-A factor as set forth in Section 12.14.3.A preceding.

**(2) Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

**B. On and Off-Hook Supervision**

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.8 Rate Regulations****3.8.1 General**

There are three type of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

**3.8.2 Types of Charges**

- A. Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.8 Rate Regulations, (Cont'd.)****3.8.3 Measurement and Billing of Access Minutes**

- A. When recording originating calls over Switched Access Service with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch. For terminating calls over Switched Access Service with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
  
- B. When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first. For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.
  
- C. Mileage, where applicable, will be measured in accordance with standard industry practices.



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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.8 Rate Regulations, (Cont'd.)

3.8.3 Measurement and Billing of Access Minutes, (Cont'd.)

- D. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.8 Rate Regulations, (Cont'd.)****3.8.4 Moves**

A. A move of services involves a change in the physical location of one of the following:

- (1) The point of termination at the Customer's Premises, or
- (2) The Customer's Premises

B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

(1) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(2) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.8 Rate Regulations, (Cont'd.)****3.8.5 Installation of Optional Features**

- A. If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- B. For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

**3.8.6 Service Rearrangements**

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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 ACCESS SERVICES TARIFF
 

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.9 Rates and Charges

## 3.9.1 Composite Switched Access Per Minute Usage Rates

## Direct-Trunked Transport:

Originating:	\$0.012248
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Termination:	\$0.012248
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## Tandem-Trunked Transport:

Originating:	\$0.020570
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Terminating:	\$0.013828
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## 3.9.2 Switched Transport Service

## Direct-Trunked Transport

Any elements of Direct-Trunked Transport are provided by the Company pursuant to Section 6 of this tariff.

## 3.9.3 Toll-Free 8XX Data Base Access Service

Per Query	Note 1
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Note 1 – 8XX Data Base Query charge is included in the composite rate in Section 3.9.1.

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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.9 Rates and Charges, (Cont'd.)

3.9.4 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

3.9.5 Service Order Charges

Service Order Charges recover the administrative costs associated with initiating Access Service and will be provided pursuant to Section 6 of this tariff.

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ACCESS SERVICES TARIFF

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SECTION 4 - DEDICATED ACCESS SERVICE

4.1 General

4.1.1 The Company, at its discretion, may provide Intrastate Dedicated Access Services with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated Access Services are offered on a point-to-point basis only. Each Dedicated Access Service is dedicated to a single Customer and the entire usable bandwidth for each service is available to that Customer for their exclusive use.

4.1.2 All Dedicated Access Services, if offered, will be provided on an individual case basis.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES****5.1 Billing and Collection**

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

**5.1.1 Recording Service**

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through Switched Access Service. Recording is provided 24 hours a day, 7 days a week.

The Company will provide Recording Service in association with the offering of Switched Access Service for Customer messages that can be recorded by Company-provided automatic message accounting equipment. At the request of the Customer, Recording Service will be provided for Switched Access Service on an end office and type of Call basis. Type of Call means message telecommunications service (MTS) including 700 and 900 service, Calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and Calls originating from a WATS access line.

The Company will provide Recording Service in its operating territory. The minimum territory for which the Company will provide Recording Service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Switched Access Service.

For Switched Access Service, the term "customer message" used herein denotes an Intrastate Call originated by a Customer's End User. Station message detail recording is an optional feature which provides a record of Customer messages originated by MTS and WATS access lines.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.1 Recording Service, (Cont'd.)****A. Undertaking of the Company**

1. The Company will record all Customer messages carried over Switched Access Service that are available to Company-provided recording equipment or operators. Unavailable Customer service messages (i.e. certain Feature Group operator and TOPS messages which are not accessible by Company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the Company.
2. A standard format for the provision of the recorded Customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change, unless otherwise agreed to by the Customer and the Company.
3. Recorded Customer message detail which is used at the request of the Customer to provide message bill processing service is not retained by the Company for longer than forty-five (45) days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded Customer message detail. For recorded Customer message detail not used by Customer's message processing service, the Company will, upon request, make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

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ACCESS SERVICES TARIFF

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

5.1 Billing and Collection, (Cont'd.)

5.1.1 Recording Service, (Cont'd.)

B. Liability of the Company

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

C. Obligations of the Customer

The Customer shall order Recording Service under a special order.

The Customer shall order Recording Service at least one month prior to the date when the Customer message detail is to be recorded, unless the Customer's request requires that Recording Service be provided by end office and type of Call, then the ordering interval will be determined on an individual case basis.

The Customer shall order Recording Service for Switched Access by end office and type of Call in accordance with the terms and conditions established on an individual case basis special order.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.1 Recording Service, (Cont'd.)****D. Payment Arrangements and Audit Provisions****(1) Notice and Scope**

- a. Upon forty-five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's End Users by the Company as part of its provision of billing and collection services and the changes to the Customer for other Services provided by the Company pursuant to this tariff.
- b. The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- c. The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.
- d. The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.
- e. Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)**

## 5.1 Billing and Collection, (Cont'd.)

## 5.1.1 Recording Service, (Cont'd.)

## D. Payment Arrangements and Audit Provisions, (Cont'd.)

## (2) Payment of Expenses

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

## (3) Requests for Examinations

a. In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in b. following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

b. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

## (4) Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.1 Recording Service, (Cont'd.)****D. Payment Arrangements and Audit Provisions, (Cont'd.)****(5) Minimum Period and Minimum Monthly Charges**

The minimum period for which Recording Service without sorting is provided and for which charges apply is one month.

**(6) Cancellation of a Special Order**

A Customer may cancel a special order for Recording Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for Recording Service is the date the Customer requests the recordings to start. When a Customer cancels a special order for Recording Service after the order date but prior to the start of Service, a special order charge and the minimum monthly charges will apply.

**(7). Changes to Special Orders**

When a Customer requests material changes to a pending special order for Recording Service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the Company under a new special order. All cancellation charges as set forth preceding will apply for the canceled special order.

**E. Rate Regulations**

The special order charge applies for each special order accepted by the Company for Recording Service or for a subsequently requested change.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.2 Automatic Number Identification (ANI)**

ANI provides the automatic transmission of a seven or ten digit number and information digits to the Customer's Premises for Calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's Premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an Access Tandem, and a trunk group between an Access Tandem and a Customer's Premises.

**A. Rate Regulations**

When ANI is delivered (with Feature Group D originating) and the Customer is charged the recording rate, as set forth in the rate schedule following, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the Customer.

**B. ANI Restrictions**

The Company provides Automatic Number Identification (ANI) associated with Intrastate Service to an entity (ANI recipient) only under the following terms and conditions:

- (1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's Call or transaction, or for performing a service directly related to the telephone subscriber's original Call or transaction.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.2 Automatic Number Identification (ANI), (Cont'd.)****B. ANI Restrictions, (Cont'd.)**

- (2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing Calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (5) Violation of any of the foregoing terms and conditions by any ANI recipient shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.3 Billing Name and Address Service**

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephonic communications Services to its End Users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA Service is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded Customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 Service messages and messages charged to a calling card that is resident in the Company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.3 Billing Name and Address Service, (Cont'd.)****A. Undertaking of the Company**

- (1) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- (2) Upon receipt of a magnetic tape of recorded Customer messages, the Company will, at the request of the Customer, provide BNA Service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to Recording Service, as set forth preceding, may be the output from that service. The Company will enter the BNA information of the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the tape may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of Recording Service every fifth business day.

- (3) The Company will specify the format in which requests and tapes are to be submitted.
- (4) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company Customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, End User or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- (5) The Company will provide the most current BNA information resident in its database. Due to normal End User account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.3 Billing Name and Address Service, (Cont'd.)****B. Obligations of the Customer**

- (1) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- (2) A Customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all Call types for which BNA information may be requested.
- (3) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a non-disclosure agreement containing a statement of its procedures concerning confidential information.
- (4) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA Service.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.3 Billing Name and Address Service, (Cont'd.)****B. Obligations of the Customer, (Cont'd.)**

- (5) When the Customer orders BNA Service for both Interstate and Intrastate messages, the projected percentage of Interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected Interstate percentage from 100 (100-projected Interstate percentage = Intrastate percentage) as the projected Intrastate percentage. This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between Interstate and Intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.
  
- (6) The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.3 Billing Name and Address Service, (Cont'd.)****C. Rate Regulations**

- (1) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis and for the initial establishment of BNA Service on a mechanized basis.
- (2) a charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

- (3) Where the recorded message detail is sufficient to determine a message is an Intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between Interstate and Intrastate.

The percentages provided in the reports as set forth preceding will serve as the basis for prorating the charges. The Intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the Intrastate percent times actual use times the stated tariff rate.

- (4) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.1 Billing and Collection, (Cont'd.)****5.1.4 Rates**

A.	Recording, per Customer message	\$0.0081
B.	ANI, per attempt	\$0.0121
C.	BNA	
	Establishment Charge	\$1,595.55
	per telephone number, manual	\$0.4800
	per message processed, mechanized	\$0.0200

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**ACCESS SERVICES TARIFF**

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**SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION****6.1 Special Contract Arrangements**

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

**6.2 Individual Case Basis (“ICB”) Offerings**

The tariff may not specify the price of a service in the tariff as “ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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**ACCESS SERVICES TARIFF**

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**SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (Cont'd.)****6.3 Special Service Arrangements**

- 6.3.1 If a Customer's requirements cannot be met by services included in this tariff, the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.
- 6.3.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.
- 6.3.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

**6.4 Non-Routine Installation Charges**

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 or night hours, additional charges may apply.

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**ACCESS SERVICES TARIFF**

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**SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (Cont'd.)****6.5 Special Construction Charges****6.5.1 General**

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
  - (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
  - (4) in a quantity greater than that which the Company would normally construct;
  - (5) on an expedited basis;
  - (6) on a temporary basis until permanent facilities are available;
  - (7) involving abnormal costs;
  - (8) in advance of its normal construction; or
  - (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.