



NEW APPLICATION
ORIGINAL



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Docket Control Center
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

T-20900A-13-0423

**RE: Voxbeam Telecommunications Inc. d/b/a Magic Telecom
Application and Petition for Certificate of Public Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Dear Sir or Madam:

Enclosed for filing please find the original and thirteen (13) copies of the Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services submitted on behalf of Voxbeam Telecommunications Inc. d/b/a Magic Telecom.

The Company has submitted one copy of its financial statements to the Commission's Legal Department under separate cover. The Company regards these financial statements as confidential.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3031 or via email to sthomas@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Sharon Thomas
Consultant to Voxbeam Telecommunications Inc.

cc: Ryan Rapolti - Voxbeam
file: Voxbeam - Arizona - Local
tms: AZ11300

Enclosures
ST/im

Arizona Corporation Commission
DOCKETED

DEC -6 2013

DOCKETED BY	
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ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to: For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Voxbeam Telecommunications Inc.
7450 Dr. Phillips Boulevard, Orlando, FL 32819
Telephone: (407) 965-1077
Fax Number: (321) 710-6898
rrapolti@voxbeam.com
www.voxbeam.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Magic Telecom

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Ryan Rapolti, Vice President of Operations
7450 Dr. Phillips Boulevard, Orlando, FL 32819
Telephone: (407) 209-3981
Fax Number: (321) 710-6898
rrapolti@voxbeam.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Sharon Thomas, Consultant
Technologies Management, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, FL 32751
Telephone : (407) 740-3031
Fax Number:(407)740-0613
stthomas@tminc.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

Customer Service
7450 Dr. Phillips Boulevard, Suite 314
(866) 384-1860
cs@voxbeam.com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- Sole proprietorship
- Partnership: Limited, General, Arizona, Foreign
- Limited Liability Company: Arizona, Foreign
- Corporation: "S", "C", Non-profit
- Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

See Attachment A for Certificate of Good Standing in Arizona and listings of the Applicant's Officers and Directors.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

See Attachment B for the Applicant tariffs.

(A-10) Indicate the geographic market to be served:

- Statewide. (Applicant adopts statewide map of Arizona provided with this application). **See Attachment F.**
- Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Applicant, nor any of its officers, directors, partners or managers have been involved in any formal or informal complaint proceedings before any federal or state regulatory commission, administrative agency or law enforcement agency.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

None of the Applicant's officers directors, partners or managers have been involved in any civil or criminal investigation or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

Applicant does not collect deposits from end users. Moreover, the Applicant will not provide service to residential customers. Applicant's financial information is provided in Attachment D. The Applicant's income statement indicates positive net income and its balance sheet shows current assets far in excess of current liabilities. Further, the Applicant's parent company, localphone LTD, has provided a letter guaranteeing that it will cover any debt liabilities incurred by the Applicant. A copy of that letter and the financial statements of localphone LTD are also provided in Attachment D. Based on Applicant's intended non-residential market, its deposit policy and its financial status, it requests relief from the bond requirement indicated above.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

The Company currently has switches in Virginia and New York that may be used to handle Arizona traffic initially. It does not intend to deploy any switches within Arizona at this time.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

See Attachment G. The Applicant has never had an application to offer telecommunications services denied.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

See Attachment G.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

None.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

Decision # 64178 Resold Long Distance

Decision # 64178 Resold LEC

Decision # 64178 Facilities Based Long Distance

Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes

No

If "No," explain why and give the date on which the Applicant began operations.

Included are the most recent balance sheet and income statements, which demonstrate that the Applicant has sufficient resources to initiate operations and provide the services for which it seeks authority.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

See Attachment D. The Applicant is requesting confidential treatment of its financial information.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Applicant is a subsidiary of localphone, Ltd. In addition to its own financial fitness, the Applicant has the financial support of localphone, Ltd. The Applicant is providing its current financial statements and those of its parent as support of its financial capability.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

See Attachment E for financial projections.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

The Applicant intends to initiate service as soon as practicable once it receives authority.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

Yes No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes No

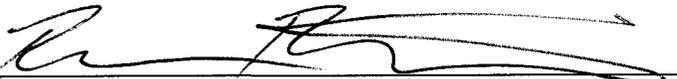
(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes No

STATE OF FLORIDA
COUNTY OF ORANGE

§
§
§

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

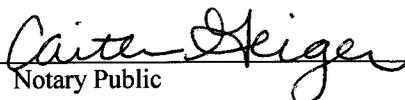

(Signature of Authorized Representative)

11/7/2013
(Date)

Ryan Rapolti
(Print Name of Authorized Representative)

Vice President of Operations
(Title)

SUBSCRIBED AND SWORN to before me this 7 day of November, 2013.


Notary Public

1/16/2016
My Commission Expires:



CAITLIN GEIGER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE159871
Expires 1/16/2016

Voxbeam Telecommunications Inc.

d/b/a Magic Telecom

ATTACHMENT A

Articles of Incorporation,
Certificate of Good Standing,
Corporate Officers and Directors

Director, Officer, and Major Stockholder Information

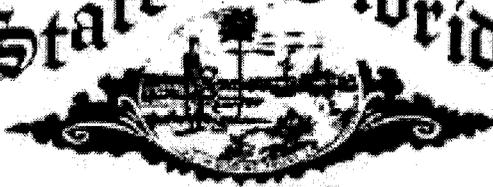
The following individuals are officers of Voxbeam Telecommunications Inc and may be contacted at the Company's headquarters located 7450 Dr. Phillips Boulevard, Suite 314, Orlando, FL 32819:

Paul Cusack President/CEO

Robert Armao Chief Operating Officer (COO)

Steve Kay, CFO

State of Florida



Department of State

I certify from the records of this office that VOXBEAM TELECOMMUNICATIONS INC. is a corporation organized under the laws of the State of Florida, filed on February 2, 2010.

The document number of this corporation is P10000010113.

I further certify that said corporation has paid all fees due this office through December 31, 2010, and its status is active.

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 010A00002797-020310-P10000010113-1/1, noted below.

Authentication Code: 010A00002797-020310-P10000010113-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Third day of February, 2010



Kurt S. Browning
Secretary of State

H10000023219

ARTICLES OF INCORPORATION

Article I. Name

The name of this Florida corporation is:
Voxbeam Telecommunications Inc.

Article II. Address

The street and mailing address of the Corporation's initial principal office is:
Voxbeam Telecommunications Inc.
6996 Piazza Grande Ave., Suite 202
Orlando FL 32835

Article III. Registered Agent

The name and address of the Corporation's registered agent is:
Quarter5 LLC
6996 Piazza Grande Ave., Suite 202
Orlando FL 32835

Article IV. Board of Directors

The name of each member of the Corporation's Board of Directors is:
Paul Cosack

The affairs of the Corporation shall be managed by a Board of Directors consisting of no less than one director. The number of directors may be increased or decreased from time to time in accordance with the Bylaws of the Corporation. The election of directors shall be done in accordance with the Bylaws. The directors shall be protected from personal liability to the fullest extent permitted by applicable law.

Corporate Creations International Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens FL 33410
(561) 694-8107

H10000023219

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H1000023219

Article V. Capital Stock

The Corporation shall have the authority to issue 1000 shares of common stock, par value \$1.00 per share.

Article VI. Incorporator

The name and address of the incorporator is:
Corporate Creations International Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens FL 33410

Article VII. Corporate Existence

These Articles of Incorporation shall become effective and the corporate existence will begin on February 2, 2010.

The undersigned incorporator executed these Articles of Incorporation on February 2, 2010.



CORPORATE CREATIONS INTERNATIONAL INC.

Taide Baez, Vice President

by Diana Urrego as attorney-in-fact

Corporate Creations International Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens FL 33410
(561) 894-8107

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COMMISSIONERS
BOB STUMP - Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH



JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

November 13, 2013

PHYLLIS MILLER
2600 MAITLAND CENTER PKWY
STE 300
MAITLAND, FL 32751

RE: VOXBEAM TELECOMMUNICATIONS INC.
File Number: F18806262

We are pleased to notify you that the Application for Authority to transact business or conduct affairs in Arizona for the above-referenced entity HAS BEEN APPROVED.

You must publish a copy of the Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers is posted on the Commission website, www.azcc.gov/Divisions/Corporations.

Publication must be completed WITHIN 60 DAYS after November 13, 2013, which is the date the document was approved for filing by the Commission. The corporation may be subject to revocation of authority if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

Corporations are required to file an Annual Report with the Commission. Your Annual Report is due on 10/17/2014, and on the anniversary of that date each subsequent year. It is your responsibility to file the corporation's Annual Report by the deadline each year. You can file it electronically through our website at www.azcc.gov/divisions/corporations, or you can complete the form online, print it, and mail it in, or you can call the Annual Reports section at 602-542-3285.

TO SUBSCRIBE TO THE ANNUAL REPORT EMAIL REMINDER SERVICE, GO ONLINE TO WWW.AZCC.GOV/DIVISIONS/CORPORATIONS, THEN CLICK ON THE LINK TO SEARCH FOR YOUR ENTITY. ON YOUR ENTITY'S PAGE, CLICK ON THE BUTTON FOR "SUBSCRIBE TO ANNUAL REPORT EMAIL REMINDER." IF YOU CHOOSE NOT TO SUBSCRIBE, YOU WILL NOT RECEIVE ANY REMINDER AT ALL FROM THE COMMISSION.

Corporations must notify the Commission immediately, in writing, if they change their corporate address, statutory agent, or statutory agent address. Address change orders must be signed by a duly authorized corporate officer. A forwarding order placed with the U.S. Postal Service is not sufficient to change your address with the Commission.

We strongly recommend you periodically monitor your corporation's record with the Commission, which can be viewed at www.azcc.gov/Divisions/Corporations. If you

have questions or need further information please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona Residents only) at 1-800-345-5819.

NOV 08 2013

OCT 17 2013

FILE NO. F-1880626-2

FILE NO. F-1880626-2

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

**APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ARIZONA**
Read the Instructions C018I

1. ENTITY TYPE - check only one to indicate the type of entity applying for authority:

- | | |
|--|--|
| <input checked="" type="checkbox"/> FOR-PROFIT CORPORATION | <input type="checkbox"/> INSURER |
| <input type="checkbox"/> NONPROFIT CORPORATION | <input type="checkbox"/> SAVINGS AND LOAN ASSOCIATION |
| <input type="checkbox"/> PROFESSIONAL CORPORATION | <input type="checkbox"/> CREDIT UNION |
| <input type="checkbox"/> CLOSE CORPORATION | <input type="checkbox"/> TRUST COMPANY |
| <input type="checkbox"/> BUSINESS TRUST | <input type="checkbox"/> COOPERATIVE MARKETING ASSOCIATION |
| <input type="checkbox"/> BUSINESS DEVELOPMENT CORP. | <input type="checkbox"/> ELECTRIC COOPERATIVE NON-PROFIT MEMBERSHIP ASSOC. |
| <input type="checkbox"/> CORPORATION SOLE | <input type="checkbox"/> NONPROFIT ELEC. GENERATION AND TRANSMISSION COOPERATIVE CORP. |

2. NAME IN STATE OR COUNTRY OF INCORPORATION (FOREIGN NAME) - enter the exact, true name of the foreign corporation:

VOXBEAM TELECOMMUNICATIONS INC.

3. NAME TO BE USED IN ARIZONA (ENTITY NAME) - see Instructions C018I - Identify the name the foreign corporation will use in Arizona by checking 3.1, 3.2, or 3.3 (check only one), and follow instructions		
3.1 <input checked="" type="checkbox"/> Name in state or country of incorporation, with no changes - Go to number 4.	3.2 <input type="checkbox"/> Name in state or country of incorporation, with a corporate identifier added to it - Enter the name in number 3.4 below.	3.3 <input type="checkbox"/> Fictitious name (check this only if the foreign corporation's name in its state or country of incorporation is not available for use in Arizona) - Enter the name in number 3.4 below.
3.4 If you checked 3.2 or 3.3, enter or print the name to be used in Arizona:		

4. FOREIGN DOMICILE - list the state or country in which the foreign corporation is incorporated: Florida

5. DATE OF INCORPORATION IN FOREIGN DOMICILE: 02/02/2010

6. DURATION - the duration or life period of the foreign corporation is presumed to be perpetual unless one of the boxes is checked below and the blanks are filled in:

- The corporation's life period will end after the expiration of _____ years (enter a number of years).
- The corporation's life period will end on this date _____ (enter a date).
- The corporation's life period will end upon the occurrence of this event:

_____ (describe an event).

7. PURPOSE - the foreign corporation's purpose is to engage in any or all lawful business or affairs in which corporations may engage in the state or country under whose law the foreign corporation is incorporated, subject to the following limitations, if any (leave this blank if there are no limitations on the corporation's purpose):

8. **CHARACTER OF BUSINESS** -- briefly describe the character of business or affairs the foreign corporation initially intends to conduct in Arizona. NOTE that the character of business or affairs that the foreign corporation ultimately conducts is not limited by the description provided.

telecommunications

9. PRINCIPAL OFFICE ADDRESS - FOREIGN DOMICILE STREET ADDRESS - see Instructions C018! - give the physical or street address (not a P. O. Box) of the foreign corporation required to be maintained in its state or country of incorporation, or, if not so required, of the foreign corporation's statutory agent in its state or country of incorporation:			10. ARIZONA KNOWN PLACE OF BUSINESS ADDRESS: Is the Arizona known place of business street address the same as the street address of the statutory agent? <input checked="" type="checkbox"/> Yes - go to number 11 and continue. <input type="checkbox"/> No - provide the Arizona physical or street address (not a P.O. Box) below:		
Attention (optional) 7450 Dr. Phillips Blvd, Suite 214			Attention (optional)		
Address 1			Address 1		
Address 2 (optional) City Orlando		FL State	32819 Zip	Address 2 (optional) City State Zip	

11. STATUTORY AGENT IN ARIZONA - see Instructions C018!					
11.1 REQUIRED - give the name (can be an individual or an entity) and <i>physical or street address</i> (not a P.O. Box) in Arizona of the statutory agent:			11.2 OPTIONAL - mailing address in Arizona of statutory agent (can be a P.O. Box):		
Incorp Services, Inc.					
Statutory Agent Name (required)					
Attention (optional) 2338 W. Royal Palm Rd.			Attention (optional)		
Address 1 Suite J			Address 1		
Address 2 (optional) City Phoenix,		AZ State	85021 Zip	Address 2 (optional) City State Zip	
11.3 REQUIRED - the <u>Statutory Agent Acceptance</u> form M002 must be submitted along with this Application For Authority.					

12. DIRECTORS - list the name and business address of each and every Director of the corporation. If more space is needed, check this box <input type="checkbox"/> and complete and attach the <u>Director Attachment</u> form C082.					
Paul Cusack			Steve Kay		
Director Name 7450 Dr. Phillips Blvd, Suite 314			Director Name 7450 Dr. Phillips Blvd, Suite 314		
Address 1			Address 1		
Address 2 (optional) Orlando		FL State	32819 Zip	Address 2 (optional) Orlando	
City	UNITED STATES	State or Province	Zip	City	UNITED STATES
Country				Country	
Date taking office (optional):			Date taking office (optional):		

Director Name				Director Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Date taking office (optional):				Date taking office (optional):			
Director Name				Director Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Date taking office (optional):				Date taking office (optional):			
13. OFFICERS - list the name and business address of all principal Officers of the corporation. If more space is needed, check this box <input type="checkbox"/> and complete and attach the Officer Attachment form C085.							
Paul Cusack				Steve Kay			
Officer Name 7450 Dr. Phillips Blvd, Suite 314				Officer Name 7450 Dr. Phillips Blvd, Suite 314			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
Orlando		FL	32819	Orlando		FL	32819
City		State or Province	Zip	City		State or Province	Zip
Country	UNITED STATES			Country	UNITED STATES		
Date taking office (optional):		Officer Title:		Date taking office (optional):		Officer Title:	
		President				TREASURER	
Ryan Rapolti							
Officer Name 7450 Dr. Phillips Blvd, Suite 314				Officer Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
Orlando		FL	32819				
City		State or Province	Zip	City		State or Province	Zip
Country	UNITED STATES			Country			
Date taking office (optional):		Officer Title:		Date taking office (optional):		Officer Title:	
		VicePresident					
Officer Name				Officer Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Date taking office (optional):		Officer Title:		Date taking office (optional):		Officer Title:	

14. **FOR-PROFITS ONLY – SHARES AUTHORIZED** – see *Instructions C018I* – list the class (common, preferred, etc.) and total number of shares the foreign corporation is AUTHORIZED to issue. This information must match the original Articles of Incorporation plus any amendments thereto. If more space is needed, check this box and complete and attach the Shares Authorized Attachment form C087.

Class: Common Series: _____ Total: 1000 Par Value: 1.00
 Class: _____ Series: _____ Total: _____ Par Value: _____

15. **FOR-PROFITS ONLY – SHARES ISSUED** – see *Instructions C018I* – list each class/series of authorized shares and give the total number and par value of shares of that class that have been ISSUED. If no shares of that class have been issued, put the number zero. If more space is needed, check this box and complete and attach the Shares Issued Attachment form C097.

Class: Common Series: _____ Total: 1000 Par Value: 1.00
 Class: _____ Series: _____ Total: _____ Par Value: _____

16. **NONPROFITS ONLY – MEMBERS** – check one box only:
 Does the foreign nonprofit corporation have members? Yes No

17. **PROFESSIONAL CORPORATIONS ONLY – PROFESSIONAL SERVICES** – If "professional corporation" is checked in number 1, briefly describe the type of professional services the corporation will render (examples: accounting, medical, law firm):

18. PROFESSIONAL CORPORATIONS ONLY – PROFESSIONAL LICENSE:

By the signature appearing on this document, the foreign professional corporation certifies under penalty of perjury that at least one-half of its shareholders who are entitled to vote for the election of directors, and at least one-half of its directors, and its president, are licensed in one or more states to render a professional service described in the foreign professional corporation's articles of incorporation.

NOTE: You must attach a statement from the licensing authority in Arizona for the profession showing that at least one of the professional corporation's shareholders or employees is licensed in Arizona to render that professional service. (See A.R.S. § 10-2245.)

SIGNATURE: By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

 Ryan Rapolti October 15, 2013
 Signature Printed Name Date

REQUIRED – check only one:

<input type="checkbox"/> I am the Chairman of the Board of Directors of the corporation filing this document.	<input checked="" type="checkbox"/> I am a duly-authorized Officer of the corporation filing this document.	<input type="checkbox"/> I am a duly authorized bankruptcy trustee, receiver, or other court-appointed fiduciary for the corporation filing this document.
--	--	---

Filing Fee: \$175.00 (regular processing) Expedited processing – add \$35.00 to filing fee. All fees are nonrefundable – see Instructions.	Mail: Arizona Corporation Commission – Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
--	---

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
 All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
 If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATUTORY AGENT ACCEPTANCE

Please read Instructions M002I

1. **ENTITY NAME** – give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

Voxbeam Telecommunications Inc.

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ):

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity):

Incorp Services, Inc.

- 3.1 Check one box: The statutory agent is an **Individual** (natural person).
 The statutory agent is an **Entity**.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT


Signature

Heather Nee
Printed Name

on behalf of Incorp Services, Inc. 09/19/13
Date

REQUIRED – check only one:

<input type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual	<input checked="" type="checkbox"/> Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.
---	--

Filing Fee: none (regular processing)
Expedited processing – add \$35.00 to filing fee.
All fees are nonrefundable – see Instructions.

Mail: Arizona Corporation Commission – Corporate Filings Section
1300 W. Washington St., Phoenix, Arizona 85007
Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
If you have questions after reading the instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

CERTIFICATE OF DISCLOSURE

Read the Instructions C003

1. **ENTITY NAME** – give the exact name of the corporation in Arizona:

Voxbeam Telecommunications Inc.

2. **A.C.C. FILE NUMBER** (if already incorporated or registered in AZ): _____

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **Check only one of the following to indicate the type of Certificate:**

- Initial (accompanies formation or registration documents)
 Annual (credit unions and loan companies only)
 Supplemental to COD filed _____ (supplements a previously-filed Certificate of Disclosure)

4. FELONY/JUDGMENT QUESTIONS :

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent of the issued and outstanding common shares or ten per cent of any other proprietary, beneficial or membership interest in the corporation been:

4.1	Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.2	Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.3	Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following: a. The violation of fraud or registration provisions of the securities laws of that jurisdiction; b. The violation of the consumer fraud laws of that jurisdiction; c. The violation of the antitrust or restraint of trade laws of that jurisdiction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.4	If any of the answers to numbers 4.1, 4.2, or 4.3 are YES, you MUST complete and attach a _____ form C004.		

5. BANKRUPTCY QUESTION:

<p>5.1 Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation?</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>5.2 If the answer to number 5.1 is YES, you MUST complete and attach a Certificate of form C005.</p>		

IMPORTANT: If within 60 days of the delivery of this Certificate to the A.C.C. any person not included in this Certificate becomes an officer, director, trustee or person controlling or holding over ten per cent of the issued and outstanding shares or ten per cent of any other proprietary, beneficial or membership interest in the corporation, the corporation must submit a SUPPLEMENTAL Certificate providing information about that person, signed by all incorporators or by a duly elected and authorized officer.

SIGNATURE REQUIREMENTS:	
Initial Certificate of Disclosure:	This Certificate must be signed by all Incorporators. If more space is needed, complete and attach an form C084.
Foreign corporations:	This Certificate may be signed by a duly authorized officer or by the Chairman of the Board of Directors.
Credit Unions and Loan Companies:	This Certificate must be signed by any 2 officers or directors.

Voxbeam Telecommunications Inc.

Name

7450 Dr. Phillips Blvd, Suite 314

Address 1

Address 2

Orlando FL 32819

City State Zip

Country UNITED STATES

Name

Address 1

Address 2

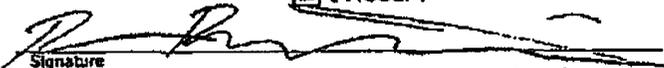
City State Zip

Country

SIGNATURE - see Instructions C003i:

By typing or entering my name and checking the box marked "I accept" below, I intend to affix my electronic signature and (or through my physical signature appearing below) I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT


 Signature
 Ryan Rapolti
 Printed Name
 10/16/13
 Date

REQUIRED - check only one:

- Incorporator - I am an incorporator of the corporation submitting this Certificate.
- Officer - I am an officer of the corporation submitting this Certificate
- Chairman of the Board of Directors - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.
- Director - I am a Director of the credit union or loan company submitting this Certificate.

SIGNATURE - see Instructions C003i:

By typing or entering my name and checking the box marked "I accept" below, I intend to affix my electronic signature and (or through my physical signature appearing below) I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Signature

Printed Name

Date

REQUIRED - check only one:

- Incorporator - I am an incorporator of the corporation submitting this Certificate.
- Officer - I am an officer of the corporation submitting this Certificate
- Chairman of the Board of Directors - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.
- Director - I am a Director of the credit union or loan company submitting this Certificate.

<p>Filing Fee: None All fees are nonrefundable - see Instructions.</p>	<p>Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100</p>
---	--

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
 All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
 If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

USE A SEPARATE COVER SHEET FOR EACH DOCUMENT

ARE YOU FILING: New Entity Change to existing entity Re-submission/Correction

PLEASE COMPLETE ALL APPROPRIATE SECTIONS

Type in Corp/LLC Name: Voxbeam Telecommunications Inc.

FILING TYPE	REGULAR SERVICE FEE	EXPEDITED SERVICE FEE
<input type="checkbox"/> Articles of Domestication	\$100.00	\$135.00
<input type="checkbox"/> Articles of Incorporation (Profit)	\$ 60.00	\$ 95.00
<input type="checkbox"/> Articles of Incorporation (Non Profit)	\$ 40.00	\$ 75.00
<input type="checkbox"/> Articles of Organization (Limited Liability Company)	\$ 50.00	\$ 85.00
<input checked="" type="checkbox"/> Application For Authority (Business)	\$175.00	\$210.00
<input type="checkbox"/> Application to Conduct Affairs (Non Profit)	\$175.00	\$210.00
<input type="checkbox"/> Application for New Authority	\$175.00	\$210.00
<input type="checkbox"/> Application for Registration	\$150.00	\$185.00
<input type="checkbox"/> Articles of Amendment	\$ 25.00	\$ 60.00
<input type="checkbox"/> Articles of Amendment & Restatement	\$ 25.00	\$ 60.00
<input type="checkbox"/> Articles of Correction	\$ 25.00	\$ 60.00
<input type="checkbox"/> Articles of Merger/Share Exchange	\$100.00	\$135.00
<input type="checkbox"/> Articles of Merger (Limited Liability Company)	\$ 50.00	\$ 85.00
<input type="checkbox"/> Affidavit of Publication	\$ 0.00	\$ 35.00
<input type="checkbox"/> CORPORATIONS -Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$5.00 Each () (Enter Quantity)	<input type="checkbox"/> \$40.00 () (Enter Quantity)
<input type="checkbox"/> LLCs - Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each () (Enter Quantity)	<input type="checkbox"/> \$45.00 () (Enter Quantity)
<input type="checkbox"/> Good Standing Certificate* <small>*If Good Standing Certificates are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each () (Enter Quantity)	<input type="checkbox"/> \$45.00 () (Enter Quantity)
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Regular Fee	<input type="checkbox"/> Expedite Fee

SELECT PAYMENT TYPE:

DO NOT WRITE YOUR CREDIT CARD NUMBER ON THIS FORM!

- Check Check # _____ Check Amount \$ _____
- M.O.D. Account MOD Acct # _____ Mod Amount \$ _____
- Cash – for in-person filings only (Do not send cash in the mail.) Cash Amount \$ _____
- Credit Card – for in-person filings only CC Amount \$ _____
- No fee required

SELECT ONE RETURN DELIVERY OPTION:

- E-mail: pmiller@tminc.com Fax # () _____ Mail Pick Up

REQUIRED : Please list the person or company who will be picking up the completed documents.
DOCUMENTS WILL BE MAILED IF THEY ARE NOT PICKED UP IN A TIMELY MANNER (APPROXIMATELY TWO WEEKS).

Person or Company Name: Phyllis Miller Phone Number **RECEIVED**
407-740-3035

Address: 2600 Maitland Center Parkway, Suite 300 **NOV 08 2013**

City: Maitland State: FL Zip 32751 **ARIZONA CORP. COMMISSION**
CORPORATIONS DIVISION

FOR ARIZONA CORPORATION COMMISSION USE ONLY

PICK-UP BY: _____ DATE: _____

View current process times at: www.azcc.gov/Divisions/Corporations

STATE OF ARIZONA

Department of State



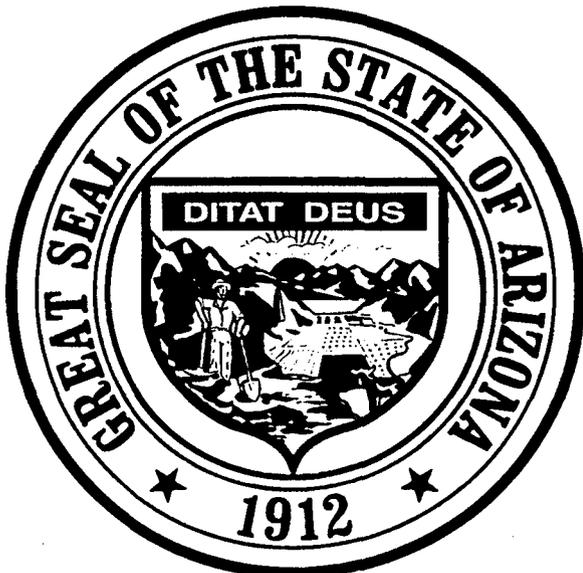
TRADE NAME CERTIFICATION

MAGIC TELECOM

I, Ken Bennett, Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, in behalf of:

VOXBEAM TELECOMMUNICATIONS INC.
7450 DR. PHILLIPS BLVD
SUITE 315
ORLANDO FL 32819-

11/19/2013 Application



Registration Date: 11/19/2013

Expiration Date: 11/19/2018

Date First Used: 10/15/2013

Trade Name No.: 585082

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capitol, this 20 day of November, 2013.

A handwritten signature in black ink, appearing to read "Ken Bennett".

KEN BENNETT

585062

DO NOT WRITE IN THIS SPACE



KEN BENNETT Secretary of State

State of Arizona - Office of the Secretary of State Trade Name Registration Application

SEND BY MAIL TO: Secretary of State Ken Bennett, Atten: Trade Name/Trademark Division 1700 W. Washington Street, FL 7, Phoenix, AZ 85007-2808

OR return this application in person: PHOENIX - State Capitol Executive Tower, 1700 W. Washington Street, 1st Fl., Room 103 TUCSON - Arizona State Complex, 400 W. Congress, 2nd Fl., Room 252 Office Hours: Monday through Friday, 8 a.m. to 5 p.m., except state holidays.

FILED

NOV 19 2013

ARIZONA SECRETARY OF STATE

PLEASE NOTE: The registration of a Trade Name is not legally required in Arizona, but is an accepted business practice. The registration is a public record and does not constitute exclusive rights to the holder of the Trade Name.

APPLICANT INSTRUCTIONS

First time applicants shall use this form to apply for a Trade Name under A.R.S. § 44-1460. Applicants must be at least 18. This application must be signed, dated and notarized. Trademark/Renewal/Address Change: To register a Trademark, DO NOT use this form. Use the Trademark Registration Application. To renew a Trade Name, use the Trade Name Renewal form. To report a change of address use the Trade Name Amendment form. Processing: 2-3 weeks; expedited service (24-48 hours) available.

Be Accurate: Complete all applicable fields on this form. Write legibly; or fill out this application online at www.azsos.gov and print it. Filing Fee and Payment: \$10; expedited service, include an additional \$25. Checks or money orders shall be made payable to the Secretary of State. Credit cards are not accepted. Questions? Call (602) 542-6187; in-state/toll-free (800) 458-5842. Website: All forms are available on the Secretary of State's Website, www.azsos.gov.

1. Name, title or designation to be registered

Trade Name (Names with a corporate ending are unacceptable. Examples: Inc., LLC. or Ltd.) Magic Telecom

The date which the name above was first used by the applicant in Arizona. This date must be today or prior to today's date. Month: 10, Day: 15, Year: 2013

SPACE BELOW FOR OFFICE USE ONLY - VALIDATION AREA

11/20/2013 12:31PM 000001#9670 *** CHECK \$35.0 DPST 0 BOA AZ 122101706 AZ ST TRES SOS 001000985 FOR DEPOSIT ONLY

2. Entity Type and Owner Name

What type of person or entity functions as the owner of this trade name? Enter the entity or person(s) name. CHOOSE ONLY ONE.

A. SOLE PROPRIETORSHIP (one person) B. ASSOCIATION C. ORGANIZATION Applicant First and Last Name Association Name Organization Name

D. PARTNERSHIP (List names) 1st Applicant First and Last Name 2nd Applicant First and Last Name

E. CORPORATION * F. LIMITED LIABILITY COMPANY (LLC) * Corporation Name Limited Liability Company Name

*Corporation/LLC: If checked the applicant must be on the Arizona Corporation Commission's website as a member/officer. The application will be returned if not incorporated.

G. FOREIGN CORPORATION Licensed to do business in Arizona H. OTHER (If other, please indicate type. Examples: firm, society, foundation, federation) Foreign Corporation Name: Voxbeam Telecommunications Inc. Other Name

3. Nature of Business

General nature of business conducted telecommunications services

4. Contact Information Addresses must be complete as they are used to mail certificates and renewal notices.

Mailing Address 7450 Dr. Phillips Blvd Apt., Space, Suite, or Floor # Suite 315

City Orlando State FL Zip Code 32819 Business Phone Number (407) 965-1077

5. Applicant's Signature - If two applicants are listed in Section 2D, both must sign.

1st Signer's Printed Name: Ryan Rapolti 2nd Signer's Printed Name (if applicable) 1st Signer's Signature Date: 10/7/2013 2nd Signer's Signature Date

State of Arizona Florida County of Orange State of Arizona County of On this 7th day of October, 2013 On this 7th day of October, 2013

Ryan Rapolti (Name of Person Appearing Before the Notary) personally appeared before me and acknowledged that he/she signed this document for it's stated purpose.

Notary Public signature and stamp

(Name of Person Appearing Before the Notary) personally appeared before me and acknowledged that he/she signed this document for it's stated purpose.



ROBERTA HUGHES MY COMMISSION # FF 045183 EXPIRES: August 13, 2017 Bonded Thru Budgetary Services

Voxbeam Telecommunications Inc.

d/b/a Magic Telecom

ATTACHMENT B

TARIFFS

Voxbeam Telecommunications Inc.

d/b/a Magic Telecom

ATTACHMENT B1

Proposed Interexchange Tariff

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

ARIZONA

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

VOXBEAM TELECOMMUNICATIONS INC.

D/B/A MAGIC TELECOM

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Voxbeam Telecommunications Inc. d/b/a Magic Telecom, ("Voxbeam") with principal offices located at 7450 Dr. Phillips Boulevard, Suite 314, Orlando, FL 32819. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective Date:

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

AZ11300

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

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

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

* - indicates those pages included with this filing

Issued:

Effective Date:

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

AZI1300

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

TABLE OF CONTENTS

	Title
COVER PAGE	
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	5
SECTION 2 - RULES AND REGULATIONS	6
SECTION 3 - DESCRIPTION OF SERVICES AND RATES	17
SECTION 4 – CURRENT RATES	18

Issued:

Effective Date:

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

AZI1300

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

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

Issued:

Effective Date:

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

AZ11300

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

TARIFF FORMAT

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

Issued:

Effective Date:

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

AZI1300

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Voxbeam Telecommunications Inc. d/b/a Magic Telecom switching center or point of presence.

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

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

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

Commission - Refers to Arizona Corporation Commission.

Company or Carrier - Voxbeam Telecommunications Inc. d/b/a Magic Telecom, unless otherwise clearly indicated by the context.

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

LEC - Local Exchange Company.

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

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

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

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

Issued:

Effective Date:

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

AZ11300

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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

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

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

Issued:

Effective Date:

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

AZ11300

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.2 Limitations

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

2.3 Use

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liabilities of the Company

- 2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) , for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.6** No third party provider or their directors, officers or employees that are directly or indirectly associated with the Company's performance of our services shall be liable to the Customer for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Deposits

The Company does not require a deposit from the Customer.

2.6 Advance Payments

The Company does not require an advance payment from the Customer.

2.7 Taxes and Fees

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

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

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.7 Taxes and Fees, (Cont'd.)

2.7.4 Pay Telephone Surcharge

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

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

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

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

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

2.7.5 Universal Service Fund

A monthly Universal Service Fund charge will be added to each bill based upon the total intrastate billed revenues. This charge shall in no event exceed the amount of the Arizona Corporation Commission assessment levied upon the Company.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.8 Terminal Equipment

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

2.9 Installation

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.10 Payment for Service

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

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.11 Cancellation by Customer

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

2.12 Interconnection

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.13 Refusal or Discontinuance by Company

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

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.14 Interruption of Service

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

2.15 Inspection, Testing, and Adjustment

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

2.16 Tests, Pilots, Promotional Campaigns and Contests

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

2.17 Reservation of Toll Free "800/888" Numbers

The Company will make every effort to reserve Toll Free "800/888" vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.18 Portability of Toll Free "800/888" Numbers

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.19 Return Check Charge

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

2.20 Complaint Procedures

Customer complaints and inquiries regarding their bills may be directed to the toll-free number provided by the billing agent on the bill. In addition, inquiries and complaints may also be directed to:

Customer Service Department
Voxbeam Telecommunications Inc. d/b/a Magic Telecom
7450 Dr. Phillips Boulevard, Suite 314
Orlando, FL 32819

866-384-1860

If not satisfied with the Company's response, Customers may contact:

Consumer Service Section
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007
(602) 542-4251
(800) 222-7000

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 General

Long Distance service is only available in conjunction with local service.

3.2 Timing of Calls

3.2.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.2.2 Minimum call duration is specified for each product in Section 4 of this tariff.

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

3.3 Long Distance Directory Assistance Service

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

	<u>Maximum Rate</u>
Long Distance Directory Assistance (555-1212)	\$3.00

3.4 Voxbeam Long Distance Plan

The Voxbeam Long Distance Plan is an outbound calling plan available to business Customers. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

	<u>Maximum Rate Per Minute</u>
All Areas	\$0.220

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – CURRENT RATES

4.1 General

Each Customer is charged individually for each call placed through the carrier.

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

4.2 Special Contract Arrangements

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

4.3 Special Service Arrangements

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

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

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – CURRENT RATES, (CONT'D.)

4.4 Long Distance Directory Assistance Service

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

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

4.5 Voxbeam Long Distance Plan

	<u>Rate Per Minute</u>
All Areas	\$0.110

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Voxbeam Telecommunications Inc.

d/b/a Magic Telecom

ATTACHMENT B2

Proposed Local Tariff

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

ARIZONA

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

VOXBEAM TELECOMMUNICATIONS INC.

D/B/A MAGIC TELECOM

This tariff contains the rates, charges, terms and conditions of service and facilities for local exchange telecommunications services provided by Voxbeam Telecommunications Inc. d/b/a Magic Telecom, ("Voxbeam") between locations within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company place of business.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

TABLE OF CONTENTS

Title Page	Title
Table of Contents	1
Check Sheet	2
Explanation of Symbols	4
Application of Tariff	5
Service Area Map	5
Tariff Format	6
Section 1 - Definitions	7
Section 2 - Rules and Regulations	12
Section 3 - Service Areas	50
Section 4 - Service Charges and Surcharges	51
Section 5 - Local Exchange Service	58
Section 6 - Supplemental Services	65
Section 7 - Contract Services	77
Section 8 - Special Arrangements	78
Section 9 - Promotions	79
Section 10 - Current Price List	80

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Effective Date:

Issued By: Paul Cusack, CEO
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Orlando, FL 32819

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

The pages listed below of this tariff are effective as of the date shown. Revised pages contain all changes from the original tariff that are in effect as of the date indicated.

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

* - indicates those pages included with this tariff

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION	
52	Original	*	76	Original	*
53	Original	*	77	Original	*
54	Original	*	78	Original	*
55	Original	*	79	Original	*
56	Original	*	80	Original	*
57	Original	*	81	Original	*
58	Original	*	82	Original	*
59	Original	*			
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67	Original	*			
68	Original	*			
69	Original	*			
70	Original	*			
71	Original	*			
72	Original	*			
73	Original	*			
74	Original	*			
75	Original	*			

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive local exchange service by Voxbeam Telecommunications Inc. d/b/a Magic Telecom, hereinafter referred to as the Company, to Customers within the State of Arizona. Voxbeam's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Voxbeam Telecommunications Inc. d/b/a Magic Telecom at 7450 Dr. Phillips Boulevard, Suite 314, Orlando, FL 32819.

SERVICE AREA MAP

Voxbeam Telecommunications Inc. d/b/a Magic Telecom will provide local exchange service in areas currently served by CenturyLink QC. and intrastate toll service throughout the State of Arizona. Local calling areas are as defined in Section 3 of this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

TARIFF FORMAT

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS

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

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

Authorized User - A person, corporation or other entity that is authorized by the Company Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Arizona Corporation Commission.

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

Company - Voxbeam Telecommunications Inc. d/b/a Magic Telecom, the issuer of this tariff.

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

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

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

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

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

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

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

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

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

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

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

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

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

PIN - Personal Identification Number. See Authorization Code.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

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

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

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

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

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

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company telecommunications services offered on the Company network.

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

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

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

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

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Arizona.

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

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

2.1.2 Shortage of Equipment or Facilities

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30), 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.3 Terms and Conditions, (Cont'd.)

- D.** Service may be terminated by Company upon written notice to the Customer if:
1. the Customer is using the service in violation of this tariff; or
 2. the Customer is using the service in violation of the law; or
 3. the Customer is in violation of written Service Order terms.
- E.** This tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.
- F.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability, (Cont'd.)

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability, (Cont'd.)

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.5 Notification of Service-Affecting Activities

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

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

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

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

2.1.7 Non-routine Installation

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.1.8 Special Construction

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

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

2.1.9 Ownership of Facilities

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.2 Prohibited Uses

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.3 Obligations of the Customer

2.3.1 General

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.3.1 General, (Cont'd.)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.3.2 Liability of the Customer

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.4.3 Interconnection of Facilities

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

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

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

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

2.5 Payment Arrangements, (Cont'd.)

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

- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.
- H.** Invoices are available electronically and in paper form at the Customer's discretion. The Paper Invoice Fee of \$2.99 per month shall be waived for any Customer who elects Voxbeam's Electronic Billing Option and forgoes receipt of paper bills.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007-2927
Telephone: (800) 345-5819
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

- A. Advance payments are not required of residential Customers.
- B. For commercial Customers, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

The Company does not require deposits from Customers who purchase services under this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Cancellation of Application for Service

- A. Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Special charges described in 2.5.6.A. through 2.5.6.C. will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.6 Discontinuance of Service

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Without incurring liability, Voxbeam may refuse or discontinue service for the following reasons provided that, unless otherwise stated, business Customers will be given five (5) days written notice and residential Customers will be given fifteen (15) days written notice by first class mail, with a final notice by Certified Mail five (5) days prior to discontinuance.

- 2.6.1** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.6.2** For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- 2.6.3** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.6.4** For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.6 Discontinuance of Service, (Cont'd.)

- 2.6.5** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 2.6.6** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.
- 2.6.7** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.6.8** For non-payment of any amount past due to the Company by the Customer.
- 2.6.9** Without notice for unauthorized or unlawful use of Authorization Codes. Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- 2.6.10** Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.6.11** For Customer's breach of contract for service between the Company and the Customer.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.7 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.7.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

2.7.3 Use of Another Means of Communications

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

2.7.4 Application of Credits for Interruptions in Service

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

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

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

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 2 hours	
Over 2 Hours	Credit Formula

Credit Formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

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

2.7.5 Cancellation For Service Interruption

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.9.1 Termination Liability

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

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.10 Transfers and Assignments

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

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.11 Customer Liability for Unauthorized Use of the Network

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

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.12 Notices and Communications

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

2.13 Taxes, Fees and Surcharges

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

2.14 Miscellaneous Provisions

2.14.1 Telephone Number Changes

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

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

2.14.2 Maintenance and Operations Records

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - SERVICE AREAS

3.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the Incumbent LEC.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

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

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

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

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

4.1.2 Rates

	Maximum Rate
Line Connection Charge	
Primary Line	\$120.00
Secondary Line	\$120.00
Service Order Charge	
Moves/Adds/Changes	\$50.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Maximum Rate
Installation Charge – 1 st Hour	\$240.00
Repair Charge – 1 st ½ Hour	\$182.00
Repair Charge – Each Add'l ½ Hour	\$ 92.00

4.3 Restoral Charge

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

	Maximum Rate
Per occasion, per line:	\$80.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

4.4 Carrier Presubscription

4.4.1 General

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

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for IntraLATA and InterLATA long distance. The following options for long distance Presubscription are available:

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

4.4 Carrier Presubscription, (Cont'd.)

4.4.3 Rules and Regulations

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

4.4 Carrier Presubscription, (Cont'd.)

4.4.4 Presubscription Procedures

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

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

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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

4.4 Carrier Presubscription, (Cont'd.)

4.4.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per line, trunk, or port	Maximum Rate
Initial Line, or Trunk or Port	\$10.00
Additional Line, Trunk or Port	\$10.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

4.5 Public Telephone Surcharge

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

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

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

	Maximum Rate
Rate Per Call:	\$1.20

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

5.2 Charges Based on Duration of Use

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

5.3 Basic Local Exchange Service

5.3.1 General

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

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

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

Individual line Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

5.3.2 Rates and Charges

	Maximum Rate
	Monthly
Per Access Line	\$120.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

5.4 Direct Inward Dial (DID) Service

5.4.1. General

- A. DID Service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment.
- B. DID Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID Service differ from those set forth in Section 5.4.3 below, the Company will file a Customer-Specific Pricing (CSP) filing with the Commission, pursuant to the Commission's CSP filing requirements.

5.4.2 Service Eligibility, Restrictions and Limitations

- A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.
- B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. The Company will apply this provision on a non-discriminatory manner.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

5.4 Direct Inward Dial (DID) Service, (Cont'd.)

5.4.2 Service Eligibility, Restrictions and Limitations, (Cont'd.)

- D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of business.

5.4.3 Rates and Charges

The following rates apply to DID Service.

	Maximum Rates	
	Nonrecurring	Annual Recurring Charge
Per DID Number	\$5.00	\$0.20

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

5.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service

5.5.1 General

- A. DID/DOD Service combines DID Service as described in Section 5.4 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Where available from the Company, long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.
- C. DID/DOD Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 5.5.3 below, the Company will file a Customer-Specific Pricing (CSP) filing with the Commission, pursuant to Commission CSP filing requirements.

5.5.2 Service Eligibility, Restrictions and Limitations

- A. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- B. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers. The Company will apply this provision on a non-discriminatory manner.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

5.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service, (Cont'd.)

5.5.2 Service Eligibility, Restrictions and Limitations, (Cont'd.)

- C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

5.5.3 Rates and Charges

The following rates apply to DID/DOD Service.

	<u>Nonrecurring</u>	<u>Annual Recurring Charge</u>
Per DID/DOD Number	\$5.00	\$0.20

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Orlando, FL 32819

AZ11300

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES

6.1 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Anonymous Call Rejection – Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Auto Call Back – Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

Auto Redial – Automatically redials a busy number for up to 30 minutes until line is available.

Call Forwarding – Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Waiting / Call Waiting with Caller ID – Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.1 Feature Descriptions, (cont'd.)

Caller ID-Number Only – Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number – Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Custom Ringing – Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

Priority Call – Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

Speed Calling 8 – Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Three-Way Calling – Allows the Customer to add a third party to an existing conversation.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates

A. Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Feature	Maximum Rate Monthly Recurring Charge
Auto Call Back (*69)	\$ 8.00
Auto Redial	\$ 6.00
Call Forwarding - Busy Line	\$ 2.00
Call Waiting/ Call Waiting with Caller ID	\$12.00
Caller ID Name and Number	\$17.00
Distinctive Ringing	\$13.00
Priority Call	\$ 3.50
Speed Calling 8	\$ 6.00
Speed Calling 30	\$ 8.00
Three Way Calling	\$ 9.98

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates, (Cont'd.)

B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

<u>Feature</u>	<u>Maximum Rate Per Use</u>
Call Block	\$2.00
Call Return	\$2.00
Call Trace	\$2.00
Three Way Calling	\$2.00
Repeat Dialing	\$2.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

6.2 Directory Assistance Services

6.2.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance (DA).

A call to DA is considered completed whether or not the number(s) requested are available from DA records.

Direct-dialed calls to DA are exempt from rates and regulations when placed from:

- A. 10 free calls per month from main business and/or residence telephone lines or PBX trunk lines;
- B. all directory assistance calls made by customers who are 65 years old or older;
- C. a single-line registered main telephone exchange line of a handicapped user. A main line may be registered for exemption with the carrier in those instances where one of the users of the line is considered to be legally blind, or visually or physically handicapped as defined by the Federal Register, Vol. 35 #126. Where a user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0", those calls placed from the registered line, and not directly dialed, will also be exempt;
- D. all pay telephones;
- E. exchange lines in the State of Arizona and its political subdivisions; and
- F. also exempt are directory assistance calls for telephone numbers which are non-listed, or non-listed and non-published, or when the DA operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit

6.2.2 Rates

Unless one of the exceptions listed in Section 6.2.1 above applies, the charges as shown below apply for each request made to the DA operator:

	Maximum Rate
Local DA	\$3.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

6.3 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

6.3 Operator Services, (Cont'd.)

6.3.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

6.3.2 Per Call Service Charges

	Maximum Rate
Customer Dialed Calling Card	\$1.50
Operator Dialed Calling Card	\$5.00
Operator Assisted	
Collect	\$5.00
3rd Party Billed	\$5.00
Person-to-Person	\$9.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

6.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.4.1 Rates

	Maximum Rate
Busy Line Verification, per request:	\$15.00
Busy Line Interrupt, per request:	\$10.00

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

6.5 Directory Listing Service

6.5.1 General

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

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

6.5.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

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

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with business service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business classification as the service with which such listings are furnished.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

D. Nonlisted Service

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

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

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

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

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

6.5.3 Monthly Rates

	Maximum Rate Monthly Rate
Additional Listings	\$3.00
Nonlisted Service	\$4.00
Nonpublished Service	\$9.00

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Orlando, FL 32819

AZ11300

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 7 - CONTRACT SERVICES

7.1 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 by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

7.2 Special Service Arrangements

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

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

7.2.3 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Non-Routine Installation and/or Maintenance

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

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SECTION 9 - PROMOTIONS

9.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

9.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 – CURRENT PRICE LIST

Service Order and Change Charges (Section 4.1)

Line Connection Charge	
Primary Line	\$60.00
Secondary Line	\$60.00
Service Order Charge	
Moves/Adds/Changes	\$25.00

Premises Visit Charge (Section 4.2)

Installation Charge – 1 st Hour	\$120.00
Repair Charge – 1 st ½ Hour	\$ 91.00
Repair Charge – Each Add'l ½ Hour	\$ 46.00

Restoral Charge (Section 4.3)

Per occasion, per line:	\$40.00
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Presubscription Charges (Section 4.4)

Per line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

Public Telephone Surcharge (Section 4.5)

Rate Per Call:	\$0.60
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Basic Local Exchange Service (Section 5.3)

Per Access Line	Monthly \$60.00
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Direct Inward Dial (DID) Service (Section 5.4)

	Nonrecurring	Annual Recurring Charge
Per DID Number	\$0.00	\$0.10

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SECTION 10 – CURRENT PRICE LIST, (CONT'D.)

Direct Inward Dial/Direct Outward Dial (DID/DOD) Service (Section 5.5)

	<u>Nonrecurring</u>	<u>Annual Recurring Charge</u>
Per DID/DOD Number	\$0.00	\$0.10

Optional Calling Features (Section 6.1)

A. Features Offered on a Monthly Basis

<u>Feature</u>	<u>Monthly Recurring Charge</u>
Auto Call Back (*69)	\$4.00
Auto Redial	\$3.00
Call Forwarding - Busy Line	\$2.00
Call Waiting/ Call Waiting with Caller ID	\$6.00
Caller ID Name and Number	\$8.50
Distinctive Ringing	\$6.50
Priority Call	\$1.75
Speed Calling 8	\$3.00
Speed Calling 30	\$4.00
Three Way Calling	\$4.99

B. Features Offered on a Usage Sensitive Basis

<u>Feature</u>	<u>Per Use</u>
Call Block	\$1.00
Call Return	\$1.00
Call Trace	\$1.00
Three Way Calling	\$1.00
Repeat Dialing	\$1.00

Directory Assistance Services (Section 6.2)

Local DA	\$1.50
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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 – CURRENT PRICE LIST, (CONT'D.)

Operator Services (*Section 6.3*)

Per Call Service Charges

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50

Operator Assisted

Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

Busy Line Verification and Emergency Interrupt Service (*Section 6.4*)

Busy Line Verification, per request:	\$7.50
Busy Line Interrupt, per request:	\$5.00

Directory Listing Service (*Section 6.5*)

	Monthly Rate
Additional Listings	\$1.50
Nonlisted Service	\$2.00
Nonpublished Service	\$4.50

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Voxbeam Telecommunications Inc.

d/b/a Magic Telecom

ATTACHMENT B3

Proposed Access Tariff

ACCESS SERVICES TARIFF

ARIZONA
TELECOMMUNICATIONS ACCESS SERVICES TARIFF
VOXBEAM TELECOMMUNICATIONS INC.
D/B/A MAGIC TELECOM

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Voxbeam Telecommunications Inc. d/b/a Magic Telecom ("Voxbeam") within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 7450 Dr. Phillips Boulevard, Suite 314, Orlando, FL 32819.

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ACCESS SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	31	Original	*	61	Original	*
2	Original	*	32	Original	*	62	Original	*
3	Original	*	33	Original	*	63	Original	*
4	Original	*	34	Original	*	64	Original	*
5	Original	*	35	Original	*	65	Original	*
6	Original	*	36	Original	*	66	Original	*
7	Original	*	37	Original	*	67	Original	*
8	Original	*	38	Original	*	68	Original	*
9	Original	*	39	Original	*	69	Original	*
10	Original	*	40	Original	*	70	Original	*
11	Original	*	41	Original	*	71	Original	*
12	Original	*	42	Original	*			
13	Original	*	43	Original	*			
14	Original	*	44	Original	*			
15	Original	*	45	Original	*			
16	Original	*	46	Original	*			
17	Original	*	47	Original	*			
18	Original	*	48	Original	*			
19	Original	*	49	Original	*			
20	Original	*	50	Original	*			
21	Original	*	51	Original	*			
22	Original	*	52	Original	*			
23	Original	*	53	Original	*			
24	Original	*	54	Original	*			
25	Original	*	55	Original	*			
26	Original	*	56	Original	*			
27	Original	*	57	Original	*			
28	Original	*	58	Original	*			
29	Original	*	59	Original	*			
30	Original	*	60	Original	*			

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ACCESS SERVICES TARIFF

TABLE OF CONTENTS

Check Sheet	2
Table of Contents	3
Explanations of Symbols	4
Tariff Format	4
Section 1 - Definitions of Abbreviations	5
Section 2 - Rules and Regulations	12
Section 3 - Switched Access Service	49
Section 4 - Dedicated Access Service	65
Section 5 - Miscellaneous Services and Charges	66
Section 6 - Special Contracts, Arrangements and Construction	69
Section 7 – Current Price List	71

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ACCESS SERVICES TARIFF

EXPLANATION OF SYMBOLS

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

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

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- 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 Arizona Corporation Commission. For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A(1)

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

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.

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

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.

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

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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.

CIC - An interexchange carrier identification code.

Commission - Refers to the Arizona Corporation Commission, unless otherwise indicated.

Company or Carrier - Used throughout this tariff to indicate Voxbeam Telecommunications, Inc. d/b/a Magic Telecom

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

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer Any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to End Users, Interexchange Carriers (ICs) and other telecommunications carriers or providers originating or terminating VoIP-PSTN Access Traffic.

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

Dedicated Access - Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

DS1 -Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 -Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

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.

Gbps - Gigabits per second; billions of bits per second.

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.

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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.

Kbps - Kilobits per second; 1000s of bits per second.

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.

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

N/A - Not Applicable.

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

NPA - Numbering Plan Area or area code.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps

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

On-Hook - The idle condition of Switched Access service or a telephone exchange line.

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.

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.

Private Line - A service which provides dedicated path between one or more Customer Premises.

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

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

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.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service Order - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order services offered 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.

Special Access - See Dedicated Access.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switched Access - Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

Tandem Switch - See Access Tandem.

TDM – Time Division Multiplexing – a method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (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.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1** The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2** The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3** The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4** The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

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ACCESS SERVICES TARIFF

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

2.2 Use of the Company's Service

- 2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4** Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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ACCESS SERVICES TARIFF

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

2.3 Limitations

- 2.3.1** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4** The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5** The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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ACCESS SERVICES TARIFF

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

2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

2.5 Application of Service

Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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ACCESS SERVICES TARIFF

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

2.7 Liability of the Company

- 2.7.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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ACCESS SERVICES TARIFF

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

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

- 2.7.6** No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8** 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.
- 2.7.9** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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ACCESS SERVICES TARIFF

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

2.8 Liability of the Customer

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3** A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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ACCESS SERVICES TARIFF

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

2.9 Obligations of the Customer

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

- A. 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
- C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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ACCESS SERVICES TARIFF

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

2.9 Obligations of the Customer (Cont'd.)

2.9.1 (Cont'd.)

- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9 1.C; and granting or obtaining permission for Company agents or employees to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- I. ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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ACCESS SERVICES TARIFF

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

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

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

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

C. Jurisdictional Reports

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.

(1) 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) 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.

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ACCESS SERVICES TARIFF

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

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

2.9.2 (Cont'd.)

C. Jurisdictional Reports (continued)

- (3) 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.

D. Jurisdictional Audits:

- (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) 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.
- (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.

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ACCESS SERVICES TARIFF

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

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

2.9.2 (Cont'd.)

D. Jurisdictional Audits (continued)

- (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.
- (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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ACCESS SERVICES TARIFF

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

2.10 Billing and Payment for Service

2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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ACCESS SERVICES TARIFF

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

2.10 Billing and Payment for Service, (Cont'd.)

2.10.3 Payment for Service

- A. Unless otherwise specified herein, bills are due and payable upon receipt.
- B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.
- C. Non-Recurring Charges are due and payable within 20 days after the invoice date.
- D. The Company shall present invoices for all Charges monthly to the Customer.
- E. A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day. All undisputed portions of the bill must be paid by the payment due date to avoid assessment of a Late Payment Fee.
- F. If a service is disconnected by the Company in accordance with this tariff and later restored, restoration of service will be subject to all applicable installation charges.

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ACCESS SERVICES TARIFF

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

2.10 Billing and Payment for Service, (Cont'd.)

2.10.4 Disputed Charges

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim, including but not limited to the specific invoices and amounts disputed, and all reasons therefore. All claims must be submitted to the Company within ninety (90) days of the invoice date of the bill for the disputed services. The Company shall review Customer disputes in a reasonably timely fashion, and the Company shall resolve each dispute based on the terms of this tariff.
- B.** Customer shall pay any undisputed charges in full by the due date of the invoice(s) and in any event, prior to or at the time of submitting a good faith dispute. Failure to tender payment for undisputed invoices or portions thereof is a sufficient evidence for the Company to deny a dispute due to the Customer's failure to demonstrate that the dispute was made in good faith.
- C.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending resolution of the disputed amount shall be subject to the late payment penalty as set forth herein.
- D.** If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- E.** In the event that the Company pursues a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this Tariff, including refusal to pay for services originating from or terminating to any End User, and the Company prevails on all or a substantial part of its claim, Customer shall be liable for the payment of the Company's reasonable attorneys' fees expended in collecting those unpaid amounts.

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Orlando, FL 32819

ACCESS SERVICES TARIFF

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

2.10 Billing and Payment for Service, (Cont'd.)

2.10.5 Returned Check Charge

A service charge equal to \$50.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.11 Taxes, Surcharges and Fees

2.11.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

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

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ACCESS SERVICES TARIFF

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

2.12 Deposits and Advanced Payments

2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

2.12.2 Deposits

- A. The Company will, in order to safeguard its interests, only require a customer who has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months' service.
- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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Orlando, FL 32819

ACCESS SERVICES TARIFF

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

2.12 Deposits and Advanced Payments

2.12.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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ACCESS SERVICES TARIFF

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

2.13 Cancellation by Customer

2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - (1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (3) all recurring charges specified in the applicable service order for the balance of the then current term.

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ACCESS SERVICES TARIFF

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

2.13 Cancellation by Customer, (Cont'd.)

2.13.3 Cancellation of Application for Service

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

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Orlando, FL 32819

ACCESS SERVICES TARIFF

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

2.14 Cancellation by Company

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- D. In the event of tampering with the equipment or services of the Company or its agents.
- E. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- F. If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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ACCESS SERVICES TARIFF

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

2.14 Cancellation by Company, (Cont'd.)

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- E. For use of telephone service for any property or purpose other than that described in the application.
- F. For Customer's breach of any contract for service between the Company and the Customer.
- G. For periods of inactivity in excess of sixty (60) days.

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Orlando, FL 32819

ACCESS SERVICES TARIFF

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

2.15 Restoration of Service

- 2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2** A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3** Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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Orlando, FL 32819

ACCESS SERVICES TARIFF

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

2.16 Provision of Company Equipment and Facilities

- 2.16.1** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.16.2** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.16.3** Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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ACCESS SERVICES TARIFF

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

2.17 Interconnection

- 2.17.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2** Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3** The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4** If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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ACCESS SERVICES TARIFF

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

2.18 Customer-Provided Equipment

- 2.18.1** The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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ACCESS SERVICES TARIFF

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

2.19 Inspection, Testing and Adjustments

- 2.19.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 2.19.3** The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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ACCESS SERVICES TARIFF

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

2.20 Allowances for Interruptions in Service

2.20.1 General

- A. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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ACCESS SERVICES TARIFF

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

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

2.20.2 Limitations of Allowances

- A.** No credit allowance will be made for any interruption in service:
- (1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
 - (2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - (3) due to circumstances or causes beyond the reasonable control of the Company;
 - (4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - (5) during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - (6) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 - (7) that was not reported to the Company within 30 days of the date that service was affected.
 - (8) Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

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ACCESS SERVICES TARIFF

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

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

2.20.3 Use of Another Means of Communications

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

2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service.

- D. No credits will be provided for usage sensitive services.

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ACCESS SERVICES TARIFF

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

2.21 Notices and Communications

- 2.21.1** The Customer shall designate on the service order, or shall otherwise provide, an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3** Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4** Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5** Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.6** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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ACCESS SERVICES TARIFF

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

2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. Except as provided in Section 2.24, the percentage of an access service to be charged as interstate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

2.22.2 A similar calculation is then performed to determine the intrastate portion of the bill.

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ACCESS SERVICES TARIFF

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

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities

2.23.1 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 2.9.2.

- 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

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

2.24 Identification and Rating of VoIP-PSTN Traffic

2.24.1 Scope

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 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"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

2.24.2 Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at the interstate rates set forth in the Company's FCC access tariff, Tariff FCC No. 1.

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ACCESS SERVICES TARIFF

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

2.24 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

2.24.3 Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), 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. 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 percentage of the total intrastate and interstate access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. 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.
- B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. 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 access MOU exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The 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).

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ACCESS SERVICES TARIFF

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

2.24 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

2.24.3 Calculation and Application of Percent-VoIP-Usage Factor, (Cont'd.)

- D. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

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

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

Example 3: The PVU-A is 100%. No matter what the PVU-B 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.

- E. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.

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ACCESS SERVICES TARIFF

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

2.24 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

2.24.4 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 (C)(1), 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 PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

2.24.5 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 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.

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

- 3.1.1** Switched Access Service 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 common subscriber plant, and is functionally equivalent to the incumbent local exchange company (ILEC) interstate exchange access services typically associated with the following rate elements: carrier common line (originating); carrier common line (terminating); local end office switching (including common trunk port); interconnection charge; information surcharge; tandem switched transport termination (fixed) (including common multiplexing); tandem switched transport facility (per mile); and tandem switching.
- 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 as described in Section 3.4, 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** In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of this tariff will apply.
- 3.1.5** The Company will 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

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:

- 1) **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.
- 2) **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 of this tariff.

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ACCESS SERVICES TARIFF

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

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

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

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.)

B. 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:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
4. 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

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 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

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

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 2.9 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 2.9.2(c) preceding. Charges will be apportioned in accordance with those reports.

(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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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

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

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

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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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

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

3.9 Maximum Rates and Charges

3.9.1 Switched Access Per Minute Maximum Usage Rates

Switched Access Services will be assessed rates no higher than the applicable switched access usage charges at the rates set forth in the Company's interstate access tariff, FCC Tariff No. 1, as may be amended from time to time.

3.9.2 Switched Transport Service

A. Maximum Nonrecurring Charges

(1) Trunk Charges

Per Trunk

ICB

B. Maximum Monthly Recurring Charges

(1) Direct-Trunked Transport

Any elements of Direct-Trunked Transport provided by the company are priced on an Individual Case Basis (ICB).

3.9.3 Toll-Free 8XX Data Base Access Service

Per Query, Maximum

\$0.01

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ACCESS SERVICES TARIFF

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

3.9 Maximum 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.

Per Service Order, Maximum

ICB

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ACCESS SERVICES TARIFF

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

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

5.1 Billing Name and Address

5.1.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

5.1.2 General

- A.** Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B.** Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C.** The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D.** The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
 - 1. Billing its customers for using Customer's telecommunications services.
 - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
 - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

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ACCESS SERVICES TARIFF

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

5.1 Billing Name and Address, (Cont'd.)

5.1.2 General, (Cont'd.)

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

F. Mechanized Request

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

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ACCESS SERVICES TARIFF

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

5.1 Billing Name and Address, (Cont'd.)

5.1.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 5.3.4 following.

5.1.4 Maximum Rates and Charges

	<u>BNA Request Manual</u>	<u>BNA Request Mechanized</u>
Billing Name and Address for ANI		
- Per Order	\$100.00	ICB
- Per Record	\$ 0.60	ICB

5.2 Maximum PIC Change Charge

Nonrecurring Charge per Change, per line or trunk: \$10.00

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ACCESS SERVICES TARIFF

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 Special Service Arrangements

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

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

6.2.3 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.

6.3 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

SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D)

6.4 Special Construction Charges

6.4.1 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.

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ACCESS SERVICES TARIFF

SECTION 7 – CURRENT PRICE LIST

7.1 Switched Access Per Minute Usage Rates

Switched Access Services will be assessed the applicable switched access usage charges at the rates set forth in the Company's interstate access tariff, FCC Tariff No. 1, as may be amended from time to time.

7.2 Switched Transport Service

A. Nonrecurring Charges

(1) Trunk Charges

Per Trunk

ICB

B. Monthly Recurring Charges

(1) Direct-Trunked Transport

Any elements of Direct-Trunked Transport provided by the Company are priced on an Individual Case Basis (ICB).

7.3 Toll-Free 8XX Data Base Access Service

Per Query,

\$0.004356

7.4 Service Order Charges

Per Service Order,

ICB

7.5 Billing Name and Address

**BNA
Request
Manual**

**BNA
Request
Mechanized**

Billing Name and Address for ANI

Per Order

\$50.94

ICB

Per Record

\$ 0.33

ICB

7.6 PIC Change Charge

Nonrecurring Charge per Change, per line or trunk:

\$ 5.00

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Voxbeam Telecommunications Inc.

d/b/a Magic Telecom

ATTACHMENT C

Key Personnel

**Descriptions of Telecommunications and Managerial
Experience of Key Personnel of Voxbeam Telecommunications, Inc. d/b/a Magic Telecom**

Paul Cusack – Chief Executive Officer

Paul Cusack is a serial entrepreneur. He started his first IT business in 1991 and all the businesses he has started remain in business today. Here are the businesses:

Choice Peripherals Ltd.

In 1991 Paul founded Choice Peripherals which was an IT reseller and employed over 150 people with annual revenues of \$70 million by 1998. In 1998 Choice Peripherals was sold to a US Nasdaq listed company called Insight Enterprises Inc. (www.insight.com). Choice Peripherals became the UK division of Insight Enterprises Inc. and now employs over 300 people. Choice Peripherals was sold for \$7 million dollars.

Plusnet Ltd.

In 1996 Paul founded Plusnet Ltd., Plusnet is an ISP based in Sheffield, UK (www.plus.net). Plusnet is a leading consumer and small business ISP in the UK and now employs hundreds of people. Paul sold his shares in Plusnet in 2000 for \$12 million. Plusnet went on to become a publicly traded company on the London stock exchange raising \$105 million in capital. In 2007 Plusnet was acquired by British Telecom.

Ebuyer (UK) Ltd.

Paul founded Ebuyer in 2000 after selling his stake in Plusnet. Ebuyer is an online etailer with over 1 million customers and revenues exceeding \$300 million (www.ebuyer.com). Paul sold his shares in 2004 for \$22 million to a private equity investor.

Localphone Ltd.

Paul founded his latest business, Localphone Ltd., in 2007 after traveling extensively with his previous business Ebuyer. Localphone (www.localphone.com) is aimed at immigrants calling home and people who travel calling home. Localphone has built a world class VoIP network which allows it to handle extremely large amounts of traffic while keep operating costs very low. Currently localphone has over 200,000 customers and projected revenues for 2012 of \$10 million. Localphone has its own network and its own number ranges for over 650 area codes in the UK.

Steve Kay – Chief Financial Officer
Choice Peripherals Ltd.

After several years spent in a private accountancy practice, Steve joined Choice Peripherals in 1996 as Company Accountant. In 1998 Choice Peripherals was sold to a US Nasdaq listed company called Insight Enterprises Inc. (www.insight.com). Choice Peripherals became the UK division of Insight Enterprises Inc. and now employes over 300 people. Steve continued to work within the Insight Enterprises group until the opportunity arose to join Paul at Ebuyer.

Ebuyer (UK) Ltd.

Ebuyer is an online retailer with over 1 million customers and revenues exceeding \$300 million (www.ebuyer.com). The business was sold to a private equity investor in 2004.

Localphone Ltd.

Steve was part of the original team that started Localphone Ltd (localphone.com). The business has been built on past business philosophy of keeping the costs within the business as low as possible. This has ensured that the business has the working capital available to invest in projects for the future

Ryan Rapolti – Vice President of Operations

Mr. Rapolti has been involved with Voxbeam's CLEC/IXC operations from the early business planning stages and is directly involved in all network development strategy and decisions. He oversees code administration, regulatory compliance, and business expansion efforts. He is responsible for the oversight of all day-to-day CLEC operations including sales, marketing, contracts, business partnerships, and public relations. Additionally, Mr. Rapolti acts as Voxbeam's internal liaison between various legal, regulatory, and consulting firms. Prior to managing Voxbeam's CLEC operations, he was responsible for Voxbeam's North and South American IP interconnections, business contracts, and carrier negotiations. In 2011 he completed a Masters Degree in Business Administration (MBA) from the University of Central Florida.

Voxbeam Telecommunications Inc.

d/b/a Magic Telecom

ATTACHMENT E

Financial Projections (See Section B-4)

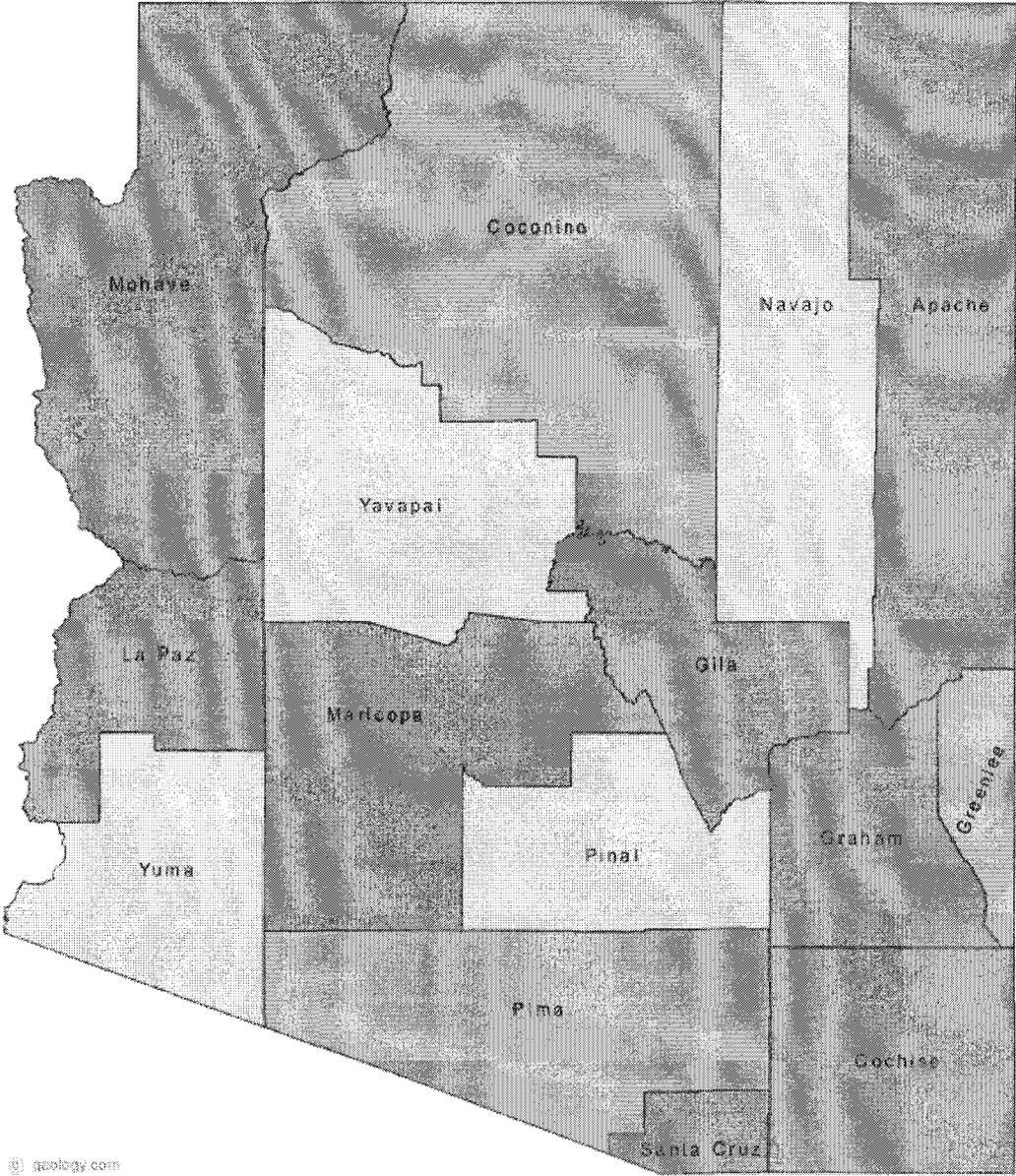
1. Projected total revenue for the first 12 months: \$10,000
2. Operating expenses during the first 12 months: \$900
3. Net book value of Arizona jurisdictional assets used to provide service in Arizona: \$0.
4. See response to Item 3.
5. Not Applicable.

Voxbeam Telecommunications Inc.

d/b/a Magic Telecom

ATTACHMENT F

Arizona Map



Voxbeam Telecommunications Inc.

d/b/a Magic Telecom

ATTACHMENT G

Certification Status

Voxbeam Telecommunications, Inc. has authority to provide local and interexchange service in California, Connecticut, Delaware District of Columbia, Florida, Georgia, Illinois, Massachusetts, Maryland, Michigan, New Jersey, New York, Pennsylvania, Rhode Island, Texas, Virginia, Washington, and Wisconsin. It is currently operating in New York. No application has been denied.