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Friday, July 14, 2000

Via Express Mail

Florida Public Service Commission
Division of Records and Reporting
Tallahassee, Florida 32399-0850

Re : \ Edge Connections, Inc. - Docket No. 000720-TX

To Division of Records and Reporting:

Edge Connections, Inc., by its undersigned counsel, hereby submits as part of its application for a certificate to provide Alternative Local Exchange telecommunications services in Florida its proposed Price List setting for the rates, regulations, terms and conditions applying to the Company's provision of local exchange telecommunications services.

Enclosed herewith are one (1) original plus six (6) copies of the Applicant's Florida Price List No. 1.

Edge Connections respectfully requests that the Commission, Division of Records and Reporting, deems and accepts the Applicant's tariff as part of its application as if the same had been originally set forth therein.

Please acknowledge receipt of these filings by returning, file-stamped, the extra copy of this transmittal letter in the self addressed stamped envelope provided for that purpose.

Edge Connections, Inc. will be represented by its undersigned attorney in all matters related to its application and tariff. Please address any comments or questions, or requests for additional information or materials, to the undersigned as per the contact information noted above.

Respectfully yours,

Michael J Rubin
Attorney for Edge Connections, Inc.

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RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
08575 JUL 17 8
FPSC-RECORDS/REPORTING

ORIGINAL

TITLE SHEET
SCHEDULE OF INTRASTATE CHARGES
APPLICABLE TO THE
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
OF
EDGE CONNECTIONS, INC.

This Price List applies to the local exchange telecommunications services furnished by Edge Connections, Inc. ("Company") between one or more points in the State of Florida. This Price List is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours at Company's principal place of business at 1100 Johnson Ferry Road, Suite 400, Atlanta, Georgia (GA) 30342.

This Price List contains regulations and rates applicable to the furnishing by the Company of Local Exchange and for other general Subscriber Services, equipment, and facilities associated with the Company's local exchange services offered by Edge Connections, Inc. within the State of Florida.

Local Exchange Services are furnished through resale and facilities provided by the Company for the transmission of intelligence by electrical impulse, principally by means of wire, radio or a combination thereof.

Issue Date:

Effective Date: _____

By : Peter Tonti
Edge Connections, Inc.
1100 Johnson Ferry Road, Suite 400
Atlanta, Georgia (GA) 30342

DOCUMENT NUMBER-DATE
08575 JUL 17 8
FPSC-RECORDS/REPORTING

CHECK SHEET

The sheets listed below, which are inclusive of this Price List, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	26	Original
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3	Original	28	Original
4	Original	29	Original
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17	Original	42	Original
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21	Original	46	Original
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25	Original	50	Original

* Indicates New or Revised Sheet

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 Edge Connections, Inc.
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CHECK SHEET (continued)

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51	Original	76	Original
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54	Original	79	Original
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72	Original	97	Original
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74	Original	99	Original
75	Original	100	Original

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124	Original		
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PRICE LIST FORMAT

- A. **Sheet Numbering:** Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example a new sheet added between sheets 11 and 12 would be sheet 11.1.
- B. **Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised sheets 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 Price List filing is made with the Commission an updated Check Sheet accompanies the Price List filing. The Check Sheet lists the sheets contained in the Price List, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an (*). There will be no other symbols used on this sheet if there are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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1100 Johnson Ferry Road, Suite 400
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EXPLANATION OF SYMBOLS

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

- C - To signify a changed regulation.
- D - To signify a discontinued rate or regulation.
- I - To signify an increased rate or charge.
- M - To signify material relocated from one page to another without change.
- N - To signify a new rate or regulation.
- R - To signify a reduced rate.
- S - To signify reissued material.
- T - To signify a change in text, but not change in rate or regulation.

Issue Date:

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By : Peter Tonti
Edge Connections, Inc.
1100 Johnson Ferry Road, Suite 400
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APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates, regulations, terms and conditions applicable to the furnishing of Local Exchange Telecommunications Services by Edge Connections, Inc. in the State of Florida. Local Exchange Services provided by the Company are furnished through a combination through its own network and facilities or its own network and facilities in combination with network elements leased from other common carriers. The services offered under this Price List are available only to the extent that services and facilities are available for resale, lease or purchase from the underlying service provider. Services provided hereunder are used by Edge Connections, Inc. for the purpose of originating and terminating intrastate communications between points within the State of Florida.

Other services which may be offered by Edge Connections, Inc. from time to time in the future will only be offered pursuant to an appropriate certification or order of the Florida Public Service Commission and under other Price Lists, or in the case of unregulated services, under contract.

Issue Date:

Effective Date: _____

By : Peter Tonti
Edge Connections, Inc.
1100 Johnson Ferry Road, Suite 400
Atlanta, Georgia (GA) 30342

Section 1 – TECHNICAL TERMS AND ABBREVIATIONS

The “Act”

Unless indicated otherwise, any reference to the “Act” shall refer to the federal Telecommunications Act of 1996.

Authorized User

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

Call

An attempted or completed communication

Common Carrier

Any reference to a common carrier shall mean any or all other telecommunications carriers whom are authorized to provide telecommunications services in the state. Such common carriers shall consist of the Incumbent Local Exchange Carrier, an underlying carrier or any other authorized competitive local exchange carrier.

Commission

Florida Public Service Commission

Company

Whenever used in this Price List or its headings, “Company” and “Edge Connections” unless otherwise clearly indicated from the context, shall refer to Edge Connections.

Customer

The person, firm, corporation, or other entity which orders service pursuant to this Price List and utilizes service provided under Price List by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company’s Price List.

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By : Peter Tonti
Edge Connections, Inc.
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Section 1 -- TECHNICAL TERMS AND ABBREVIATIONS (continued)**Demarcation Point**

The Point of demarcation and or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. Company-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules.

"Premises" as used herein generally means a dwelling unit, other building or legal unit of real property such as a lot on which a dwelling unit is located, as determined by the company's reasonable and non-discriminatory standard operating practices.

Exchange

The entire plant and facilities used in providing telephone service to subscribers located in an exchange service area.

Exchange Area

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

"Incumbent" or "ILEC"

Incumbent Local Exchange Carrier (ILEC) shall have the meaning as set forth in the Act. Where reference is made herein this Price List to the Incumbent or underlying carrier, such reference shall have the same meaning, in the case where the ILEC is the underlying carrier for services furnished by the Company, as the underlying carrier.

Installation Charge

A non-recurring charge applying to the provision of certain items of equipment or facilities

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Section 1 -- TECHNICAL TERMS AND ABBREVIATIONS (continued)**Interruption**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Network Interface

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Services

Refers to services are available to be furnished by the Company to the Customer pursuant to this Price List, unless the context dictates otherwise.

Underlying Carrier

The words 'Underlying Carrier' when used or referred to in the context of telecommunications services provided by the company in respective exchange areas, shall mean the Incumbent or underlying carrier from and with whom the Company either interconnects its network, purchases or leased unbundled network elements or resells the services of such common carrier.

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By : Peter Tonti
Edge Connections, Inc.
1100 Johnson Ferry Road, Suite 400
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Section 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 The Company is a resale and facilities-based telecommunications services provider and undertakes to furnish Local Exchange telecommunications service pursuant to the rates, regulations, terms, and conditions of this Price List for their direct transmission and reception of voice, data, Internet and other types of telecommunications services to points originating and terminating within the State of Florida.

2.1.2 The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.3 Service is provided on the basis of a minimum period of at least one (1) month. For the purpose of computing any charge in this Price List, a month is considered to have thirty (30) days

2.1.4 Rates.

A. The Company reserves the right to change rates at any time subject to regulatory requirements of the Commission by filing a revised rate with the Commission and complying with other applicable laws.

B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are not regulations, notification will be made in a manner appropriate to the circumstances involved.

C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

2.1.5 Requests for Service under this Price List will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. The Company may also, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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By : Peter Tonti
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1100 Johnson Ferry Road, Suite 400
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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.1 Undertaking of the Company (continued)**

- 2.1.6 The Company may suspend or terminate services for the nonpayment of charges or for other violations of this Price List. The Company also reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.
- 2.1.7 Customers may be required to enter into written Service Order 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 Price List. Customers will also be required to execute any other documents as may be reasonable requested by the Company.
- 2.1.8 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this Price List 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.
- 2.1.9 The Company will 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 Price List. The Company does not guarantee availability by such date and will not be liable for any delays in commencing service to any customer.
- 2.1.10 If the Customer makes or requests material changes in circuit engineering, equipment specification, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

Issue Date:

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By : Peter Tonti
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1100 Johnson Ferry Road, Suite 400
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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.1 Undertaking of the Company (continued)**

2.1.11 The Company will attempt to 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 routing preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.2 Limitations

2.2.1 Service is offered subject to the provisions of this Price List. The Company is responsible under this Price List only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's facilities in order to originate or terminate its own services, or to communicate with its own customers.

2.2.2 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 connection.

2.2.3 An end-user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily as set forth in Section 2.1.1, except as otherwise stated in this Price List. A Customer may transmit any form of signal that is compatible with the Company's facilities, but the Company does not guarantee that its services will be suitable for purposes other than as stated in the previous sentence, except as specifically stated in this Price List. A Customer's ability to connect equipment or facilities to the Company's facilities is subject to any restrictions set forth in the approved Price List of the underlying carrier.

Issue Date: _____

Effective Date: _____

By : Peter Tonti
Edge Connections, Inc.
1100 Johnson Ferry Road, Suite 400
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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.2 Limitations (continued)****2.2.4 Equipment and Facilities:**

- A. The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from the Incumbent or other underlying carriers to furnish service from time to time as required at the sole discretion of the Company.
- B. The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.
- C. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.
- D. 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.

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By : Peter Tonti
Edge Connections, Inc.
1100 Johnson Ferry Road, Suite 400
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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.2 Limitations (continued)****2.2.4 Equipment and Facilities (continued):****E. Inspections**

- 1 Upon suitable notification to the Customer, and at a reasonable time, the Company may take such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.2.4.E.2 for the installation, operation, and maintenance of Customer-provided facilities in the connection of Customer-provided facilities and equipment to Company-owned facilities.
- 2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) 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, and personnel from harm.

2.2.5 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in respect to the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

2.2.6 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

Issue Date:

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By : Peter Tonti
Edge Connections, Inc.
1100 Johnson Ferry Road, Suite 400
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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.3 Use of Services

- 2.3.1 Customers shall not use the Services provided under this Price List for any unlawful purpose. Services may otherwise be used for any lawful purpose, provided that the such purpose is a purpose for which the Customer is technically suited, the Customer shall have obtained all required government approvals, authorizations, licenses consents and permits; and such purpose is consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.2 The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

Issue Date:

Effective Date: _____

By : Peter Tonti
Edge Connections, Inc.
1100 Johnson Ferry Road, Suite 400
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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.3 Use of Services (continued)****2.3.3 Maintaining of Equipment and Facilities.**

- A. The Company shall use reasonable efforts to maintain only the equipment and facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the equipment and facilities provided by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- D. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to his 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;
 - 3. network control signaling when performed by Customer-provided network control signaling equipment.

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By : Peter Tonti
Edge Connections, Inc.
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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.3 Use of Services (continued)****2.3.3 Maintaining of Equipment and Facilities (continued)**

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

2.3.4 Additional Responsibilities for Customer-provided terminal equipment

- A. Facilities furnished under this Price List may be connected to customer provided terminal equipment in accordance with the provisions of this Price List. All such termination equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- B. The Customer is responsible for ensuring that Customer-provided terminal equipment connected to Company equipment and facilities is compatible with such 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 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.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.3 Use of Services (continued)****2.3.4 Additional Responsibilities for Customer-provided terminal equipment
(continued)**

- C. Terminal Equipment used on the Customer'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 equipment to Company equipment and facilities. Any special interface equipment necessary to achieve compatibility between the equipment and facilities of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall also be provided at the Customer's expense.
- D. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers which are applicable such connections.
- E. Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Price List only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.3 Use of Services (continued)****2.3.5 Joint Use, Assignment, and Transfer**

- A. Subject to Section 2.3.5.C, *infra*, any service provided under this Price List may be 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 telephone number(s) pursuant to this Price List, 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.
- B. 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 assign or transfer its existing service to another entity provided, that the existing Customer has paid all charges owed by it to the Company for regulated communications services and such permitted assigned or transferee accepts and agrees to be bound by all regulations and conditions contained in this Price List, as well as all other conditions of Service. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price List will apply.
- C. The Company may require applications for service who intend to use the company's offerings for shared use to file a letter with the Company confirming that their use of the company's offerings complies with relevant laws and Commission regulations, policies, orders and decisions.

- 2.3.6 The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means, devices or schemes including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card number to the Company or in any way misrepresenting the identity of the Customer.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.3 Use of Services (continued)

- 2.3.7 Recording of telephone conversations of service provided by the Company under this Price List is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.8 Service will not be used in a manner which might be reasonably be expect to frighten, abuse, torment, or harass another or in any manner interferes with other person(s) in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.9 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.4 Liability of the Company**

- 2.4.1. The liability of the company for damages, resulting in whole or in part from or arising out of or in connection with the furnishing of services under this Price List or the failure to furnish the Service, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects, and representations, shall be limited to the extension of allowances for the interruption as set forth in this Price List. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any Commission, agency, Commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or notwithstanding anything in this Price List to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.4 Liability of the Company (continued)****2.4.4 Indemnity, Generally**

- A. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons (including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits), and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- B. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.4.4 as a condition precedent to such installations.

2.4.5 Indemnities in respect of Service

The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, or proprietary or creative right, or any other injury to any person, property or entity arising from the Customer's use of Services; out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Price List; or for any act or omission of the Customer;

- 2.4.6. The Company shall not be liable for any defacement of or damage to equipment or premises of a Customer resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.4 Liability of the Company (continued)

2.4.7 The Company is not liable for any claims for loss or damages involving:

- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
- B. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;
- C. Any non-completion of communications or transmissions due to network busy conditions;
- D. Any act or omission in connection with the provision of 911, E911 or similar services;

2.4.8 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

2.4.9 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.4.10 The Company shall not be liable for any indirect, special, incidental, or consequential, exemplary or punitive damages under this Price List including, but not limited to, loss of revenue or profits, for any reason whatsoever.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.4 Liability of the Company (continued)

- 2.4.11 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.
- 2.4.12 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.13 The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to State law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands and must be consistent with the remedies set forth herein this Price List

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.4 Liability of the Company (continued)

2.4.14 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls or transmission of data from the Customer's premises and the placement of calls and transmission of data through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.4.15 The Company shall not be liable for the Customer's failure to fulfill its obligation to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting equipment or facilities of the Customer, or any third party acting as the Customer's agent, to the Company's network.

2.4.16. 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.

2.4.17 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the company without written authorization.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.5 Minimum Period of Service**

- 2.5.1. The minimum period of service is as set forth in Section 2.1.3, except as may be otherwise provided in this Price List. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.
- 2.5.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.
- 2.5.3. If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.6 Customer Responsibility

- 2.6.1 The Customer is responsible for placing any necessary orders.
- 2.6.2 The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.6.3 The Customer is responsible for the payment of all charges for services (and facilities) furnished to the Customer and to all users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons or whether such use is without or without the knowledge or consent of the Customer, and other applicable charges pursuant to this Price List. The security of the Customer's authorization codes, presubscribed exchange lines, and direct connect facilities are the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or authorization codes will be billed to and must be paid by the Customer.
- 2.6.4 Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.6 Customer Responsibility (continued)

2.6.5 Maintenance of Equipment

If required for the provision of Company's services, the Customer must provide any equipment space, supporting structure, needed personnel, conduit and electrical power without charge to Company.

- A. The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Company's equipment to be maintained within the range normally provided for the operation of such equipment.

- B. The Customer shall obtain, maintain, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment. 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;

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.6 Customer Responsibility (continued)

2.6.6 Conditions for Installation

- A. If Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge to the Company on the Customer's behalf. The Customer is responsible for charges incurred for special construction and or special facilities which the Customer requests and which are ordered by the Company on Customer's behalf.

- B. The Customer shall provide a safe place to work and comply with all laws and regulations regarding the working conditions on the premises at which Company's employees and agents will be installing or maintaining the company's facilities. The Customer may be required to install and maintain Company facilities 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 materials (e.g., friable asbestos) prior to any construction or installation work.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.6 Customer Responsibility (continued)**

- 2.6.7 The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of installing, testing, programming, repairing, testing or removing any part of the Company's facilities or equipment associated with the provision of the Company's services.
- 2.6.8 The Customer shall ensure that the equipment and or system is properly interfaced with Company's 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 subscriber and in compliance with criteria set forth in this Price List, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and or system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customer Company may upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate the Customer's service.
- 2.6.9 The Customer must pay Company's for replacement or repair or damage to the equipment or facilities of Company caused by negligence or willful acts or omissions of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others, or the non-compliance by the Customer with this Price List.
- 2.6.10 The Customer shall not create or allow to be placed any liens or other encumbrances on the Company's facilities or equipment
- 2.6.11 The Customer must use the service offered in this Price List in a manner consistent with the terms of this Price List and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.7 Interruption of Service**

- 2.7.1 Interruptions in service, which are not due to the (gross or willful) negligence of the Company, or which are not due to the non-compliance with the provisions of this Price List 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 below for the part of the service that the interruption affects.
- A. Credit for failure to service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company, such as when any component furnished by the Company under this Price List may fail, or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's underlying carrier used to furnish service.
 - B. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if furnished by the Customer and connected to the Company's facilities.
 - C. Credit for an interruption shall commence after the Customer notifies the Company of the interruption, or when the Company becomes aware thereof, and releases such service, facility or circuit for testing and repair, and the credit will cease when Service has been restored. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
 - D. For the purposes of credit computation, every month shall be considered to have 720 hours.
 - E. No credit shall be allowed for an interruption of a continuous duration of less than 2 hours.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.7 Interruption of Service (continued)****2.7.1 (continued)**

- F. The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly usage charge for the facilities affected for each hour or major fraction thereof that the interruption continued.

Credit formula:

$$\text{Credit} = [A / 720] * B$$

"A" – outage time in hours

"B" – monthly charge for affected activity

G. **Limitations on Credit Allowances**

No credit allowance will be made for:

1. interruptions due to the negligence of, or non-compliance with the provisions of this Price List, by the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.7 Interruption of Service (continued)****2.7.1 (continued)****G. Limitations on Credit Allowances (continued)**

5. interruptions of service during any period in which the Customer continues to use the service on an impaired basis;
6. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
7. interruptions of service in order to perform tests and inspections to assure compliance with Price List regulations and the proper installation and operation of Customer and Company's equipment and facilities
8. interruptions of service due to circumstances or causes beyond the control of the Company.

2.7.2 "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Price List. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Price List, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.7 Interruption of Service (continued)**

2.7.3 For calculating credit allowances, every month is considered to have 720 hours. 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. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

2.7.4 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, which has been subject to the outage, or cumulative service credits.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.8 Cancellation of Services**

2.8.1 Without incurring liability, upon five (5) working days' written notice to the Customer, Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any undisputed sum due Company for more than thirty (30) days after the rendering of the invoice for the amount due, and
- B. Except as may be set forth herein this Price List to the contrary, for any continuing violation of any material term or condition of this Price List which a Customer shall not have cured after the Company has given at least thirty (30) days prior written notice.

2.8.2 General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate under the following conditions:

- A. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, whether by reason of any order or decision of a court, the commission or any other federal regulatory body or governmental authority or interpretation by the Company's lawyers thereof;
- B. If, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service or in the event of a condition which is determined to be hazardous to other Customers of the Company, to the Company's equipment, the public or to employees of the Company. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur; or
- C. In the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company; or

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.8 Cancellation of Services (continued)**

- D. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- E. In the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within twenty (20) days after written notification; or
- F. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of the Company's services; or
- G. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability; or
- H. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.8 Cancellation of Services (continued)

2.8.3 Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- A. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- B. The use of profane or obscene language;
- C. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- D. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- E. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.8 Cancellation of Services (continued)

2.8.4 Abandonment or Unauthorized Use of Facilities

- A. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate service.
- B. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - 1. No charge shall apply for the period during which service had been terminated, and
 - 2. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

2.8.5 Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

- 2.8.6 The Customer may terminate service upon thirty (30) days written notice. The Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.

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Atlanta, Georgia (GA) 30342

Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.8 Cancellation of Services (continued)

2.8.7 Emergency Termination of Service

The Company will immediately terminate or suspend the service of any customer, on Customer's request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.8 Cancellation of Services (continued)**

2.8.8 The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. Upon the company's discontinuance of service to the Customer under this regulation, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price List, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.8.9 Cancellation for Application for Service

A. Applications for service are non-cancelable unless the Company otherwise agrees. 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 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. The special charges described in 2.8.9.A through 2.8.9.B will be calculated and applied on a case-by-case basis.

2.8.10 The remedies available to the Company set forth herein this Section shall not be exclusive, and the Company shall at all times be entitled to all the rights available to it under law or equity.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.9 Restoration of Service

- 2.9.1 The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulation of the Federal Communications Commission.
- 2.9.2 The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.10 Deposits**

- 2.10.1 To safeguard its interests, the Company may require an applicant or Customer or to make a deposit to be held as a guarantee for the payment of charges, irrespective of whether in respect of new Service or restoration of service previously discontinued. The deposit will not exceed an amount equal to :
- A. two (2) month's charges for a service or facility which has a minimum payment period of one (1) month; or
 - B. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- 2.10.2 The fact that a Deposit has been made shall in no way relieve the applicant or Customer from complying the Price List regulations for the prompt payment of bills on presentation.
- 2.10.3 Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the rules and regulations of the Commission pertaining to customer deposits.
- 2.10.4 Simple interest will be credited or paid to the Customer while the Company holds the Deposit. In the event the payment of interest is required it will be paid as and at the rate specified by the Commission or paid at 1.5% annually if the commission requires interest to be paid but does not specify a rate.
- 2.10.5 A deposit may be required in addition to an advance payment.
- 2.10.6 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the company will return the deposit or credit it to the Customer's account.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.11 Advance Payments**

The Company reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for new service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

In circumstances that may be required by the Commission, the Company will set up for its holding of any advance payments made by Customers, an Escrow Account with a federally bank or financial institution within or outside of the state. This arrangement may be effected through an Escrow Agreement with affected Customers.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.12 Payment Arrangements and Billing**

2.12.1 Service is provided and billed on a monthly (30 day), recurring basis. The billing date is dependent on the billing cycle assigned to the Customer. Charges for facilities and service, other than usage charges, are due monthly in advance; all other charges are payable upon request of the Company. The initial billing may, at the Company's option, also include one (1) month's estimated usage billed in advance (i.e., 'advance payments', see Section 2.11, *supra*). The Company shall present invoices for Recurring Charges billed to the Customer, in advance of the month in which service is provided. Payments for invoices shall be payable on the latter of date received or another due date shown on the bill, and are past due thirty (30) days after issuance and posting of invoice.

2.12.2 Payments should be mailed to Company at the following address:

Edge Connections, Inc.
1100 Johnson Ferry Road, Suite 400
Atlanta, Georgia (GA) 30342

2.12.3 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 30 days for this purpose.

2.12.4 Charges for Service commence on the date service becomes effective and such Service shall be deemed to continue to apply until cancelled by the Customer on not less than thirty (30) days' notice.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.12 Payment Arrangements and Billing (continued)**

- 2.12.5 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the company in writing within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand thereof is not received by the company in writing within such thirty (30) day period. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records.
- 2.12.6 If any portion of the payment is not received by the Company within thirty-one days (31) days of the posting, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall apply and be due to the Company as specified in 2.12.7.
- 2.12.7 The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of the lesser of 1.50 % per month or the maximum rate allowed by law; provided, however, late payment penalties will not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- 2.12.8 Billing disputes should be addressed to the Company's Customer Service organization by mail at Edge Connections, Inc., 1100 Johnson Ferry Road, Suite 400, Atlanta, Georgia (GA) 30342 or via telephone. Customer Service representatives are available from 8:00 am to 4:59 p.m. Eastern Standard Time. Messages may be left for the Customer Service Commission from 5:00 p.m. to 7:59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer Service, which case customer service personnel may be pages.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.12 Payment Arrangements and Billing (continued)

2.12.9 In the case of a dispute between the Customer and the company for which service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action.

- A. First, the Customer may request, and the Company will perform, and in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Gerald Gunter Building
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100
Toll free number: 800.342.3552

2.12.9 A fee of \$25.00 will be charged whenever a check or draft is presented by the Company for payment for service is not accepted by the institution on which it is written.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.12 Payment Arrangements and Billing (continued)****2.12.10 Customer Overpayments**

- A. The Company will provide interest on customer overpayments that are not refunded within thirty (30) days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.
- B. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.13 Collection Costs

In the event the Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against Customer, or for the enforcement of any provision of this Price List or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorney' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the Court.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)**2.14 Full force and Effect**

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

2.15 Transfers and Assignments

Except as provided for in Section 2.3.5, 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; provided, however, the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.16 Attorney's Fees

In any action between the parties to enforce any provision of this Price List, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

2.17 Governing Law

This Price List shall be interpreted and governed by the laws of the State of Florida without regard for its choice of law provisions.

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Section 2 - GENERAL RULES AND REGULATIONS (continued)

2.18 Notices and Communications

- 2.18.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.18.2 The Company shall designate on the Service Order an address, which is currently Edge Connections, Inc., 1100 Johnson Ferry Road, Suite 400, Atlanta, Georgia (GA) 30342 to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Customers may also reach Carrier through its toll free telephone number, 1877 796-EDGE.
- 2.18.3 All notices and other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following the placement of the notice, communications or bill with the U.S. mail, or a private deliver service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.18.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Section 3 - OTHER RULES AND REGULATIONS (continued)**3.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for a service offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. Copies of any such contracts or agreements will be submitted to the Commission where required.

3.2 Promotional Programs

The Company may from time to time offer temporary promotional programs wherein it may waive or reduce tariffed non-recurring charges, usage or monthly rate, to introduce present or potential customers to a service(s) not previously subscribed to by the customer or to, otherwise, generally promote its products or services. The Company will notify the Commission in writing no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and specifying the terms of the promotion and the location and dates of the promotion. Such promotional service offerings shall be subject to specific dates, times (not to exceed one year), and or locations.

During a Promotional Program, the service is provided to all eligible customers who ask to participate. All eligible Customers will be notified in advance prior to the Company offering any services in the Promotional Program. A customer can request that the service be removed at any time during the program and not be billed a recurring charge for the period that the service was in place. At the end of the Promotional Program, customers that do not contact the Company to request the promotional service will be disconnected from the service.

Customers can subscribe to any service listed as part of a Promotional Program and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.

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Section 3 - OTHER RULES AND REGULATIONS (continued)**3.3 Resale**

The Companies services may be available for resale to Companies authorized by the Commission to provide telecommunications services in that state, in accordance with Commission rules and other applicable law. The Company requires proof of certification in the form of a certificate of Public Convenience and Necessity, or other appropriate evidence of authority, to provide Local Exchange Telecommunications Services in the State of Florida. Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited.

3.4 Directory Listings

The Company may provide to each customer a directory listing in the white pages telephone book of the Incumbent or other underlying carrier serving the Customer's exchange area(s). The availability of and additional terms and conditions which may apply to directory listings shall be as set forth in the local exchange tariff of the Incumbent Local Exchange Carrier. Each customer shall be entitled to one directory listing setting forth its name, address and telephone number; or the customer may elect to not to have its directory listing published.

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Section 3 - MISCELLANEOUS RULES AND REGULATIONS (continued)**3.5 Number Portability**

The Company will provide Interim Number Portability in accordance with the requirements of the Act. When a Customer switches local exchange services to or from the Company's services and wishes to retain his or her telephone number, the Company will provide such portability where the other telecommunications carrier from or to which, as the case may be, such a telephone number is ported shall also provide portability. The Company will provide local number portability via Interim Number Portability (INP) on a reciprocal basis with interconnecting carriers upon the coordinated or simultaneous termination of the first Local Exchange Service and activation of the second Telephone Exchange Service. The Company will provide local number portability only where the telephone number being ported remains within the same serving wire center or switching center. INP will be provided upon a bona fide request made by a Customer. A request received by the Customer to accept a ported number from an interconnecting carrier shall be treated in the same manner as a request for services subject to the rules, regulations and rates set forth in this Price List. No charges shall apply for INP.

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Section 3 - OTHER RULES AND REGULATIONS (continued)**3.6 Automatic Number Identification (ANI)**

The Company may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- (1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- (2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Section 2.18.1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (5) The Company will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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Section 3 - OTHER RULES AND REGULATIONS (continued)**3.7 Taxes**

- 3.7.1 In addition to the charges applicable according to the rules and regulations of this Price List, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's telecommunications services, whether imposed upon the Company directly or indirectly by its underlying carrier or upon Local Exchange Companies and passed on to the Company. These surcharges may include Enhanced 911, Telecommunications Relay Service and Universal Service Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision. Such surcharges and taxes will be billed as separate line items and are not included in the rates quoted herein this Price List.
- 3.7.2 If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Customer for or by reason of the use of the streets, alleys or public places of a municipality or subdivision or for or by reason of the operation of the Customer's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Customer, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangements now in effect.

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Section 3 - OTHER RULES AND REGULATIONS (continued)

3.8. Subscriber Line Charge

In addition to the rates described in this Price List, the Customer will be responsible for payment of a Subscriber Line Charge which may be assessed on the Company by an underlying Carrier or which a Local Exchange Carrier may collect from the Company for any services or facilities used to provide the Company's telecommunications service, including, but not limited to special access surcharges and switched access surcharges.

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Section 3 - OTHER RULES AND REGULATIONS (continued)**3.9 Universal Emergency Number Service****3.9.1 911 Service****A. General**

Universal Emergency Telephone Number Service (911 Service) is an arrangement whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental authority.

B. Regulations

1. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
2. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
3. 911 service is furnished for incoming calls only.

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Section 3 - OTHER RULES AND REGULATIONS (continued)**3.9 Universal Emergency Number Service (continued)****3.9.1 911 Service (continued)****C. Conditions of Furnishing Service**

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including default routing.

The Company is not responsible for any infringement or 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 the 911 service features and the equipment associated therewith, 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 the 911 service.

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Section 3 - OTHER RULES AND REGULATIONS (continued)**3.9 Universal Emergency Number Service (continued)****3.9.2 E911 Service****A. General**

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

The Company will provide the Enhanced Universal Emergency Telephone Service (E-911) in service areas where E-911 service is available, with accurate information necessary to update the E-911 database at the time the Company accepts customer orders for facilities-based services or submits such order to the local exchange telecommunications company whose service is being resold, in either or both cases pursuant to this Price List.

The Company will provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 service provider to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental

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Section 3 - OTHER RULES AND REGULATIONS (continued)**3.9 Universal Emergency Number Service (continued)****3.9.2 E911 Service (continued)****B. Regulations**

1. In addition to the following, the regulations in 3.9.1.B apply.
2. This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
3. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
4. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
5. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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Section 3 - OTHER RULES AND REGULATIONS (continued)

3.9 Universal Emergency Number Service (continued)

3.9.2 E911 Service (continued)

C. Conditions for Furnishing Service

The conditions applicable to the furnishing by the Company of E911 Service are the same as those set forth in Section 3.9.1.C applying to 911 Service.

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Section 4 – SERVICE CHARGES**4.1 Connection Charges****4.1.1 General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location ("move"); (c) a change from one class of service to another at the same or a different location ('line' or 'trunk' change charge"); or (d) restoral of service after suspension or termination for non-payment. Connection Charges are listed with each service to which they apply.

The connection Charge is comprised of two charges:

Service Order;
Premises Visit

Both charges may not be applicable in all cases.

The general application of these charges is as follows:

1. A Service Order charge applies per customer order for all work or service ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.
2. A Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service charge. Only one charge applies per customer order.

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Section 4 - SERVICE CHARGES**4.1 Connection Charges** *(continued)***4.1.1 General** *(continued)***B. Migration Fee**

Where connection or installation of a service consists of the transferring of an existing account or line or trunk from another Local Exchange Carrier to the Company, in addition to other rates and charges described in this Price List, the Customer is responsible for the payment of a Migration Fee which will be, in amount, equal to or less than a Connection Charge for a comparable service offering of the Company.

C. Exceptions to the Charge

1. No charge applies for a change to a service for which a lower monthly rate applies, made within ninety (90) days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
2. No charge applies for one change in the class of residence service, provided that the change is ordered within ninety (90) days of the initial connection of the customer's exchange service.
3. The Company may from time to time waive or reduce the charge as part of a promotion, which the Company may implement from time to time [See Section 3.2].

4.1.2 Restoral Charge

A restoral charge applies each time a service or facility is reconnected or reestablished after suspension or termination for nonpayment but before cancellation of the service.

The restoral charge does not apply when service is later re-established after disconnection of service due to the fault of the Company.

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Section 4 - SERVICE CHARGES*(continued)***4.1 Connection Charges** *(continued)***4.1.3 Moves, Adds and Changes**

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

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Section 4 - SERVICE CHARGES (continued)

4.2 Line and Trunk Change Charges

4.2.1 Line Change Charge

If the Customer requests a change of grade or class of service a Line Change charge may apply

4.2.2 Trunk Change Charge

If the Customer requests a change in the number, configuration or type of trunks or trunk service, a Trunk Change Charge may apply.

4.3 Record Order Charge

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

- A. addition of directory listings
- B. change in listed name
- C. change of address
- D. change of billing party
- E. change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies.

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Section 4 - SERVICE CHARGES *(continued)*

4.4 PICC Change Charge

If the Customer requests a change of its Long Distance carrier (Intrastate InterLATA) where such Customer is presubscribed to a Primary Interexchange Carrier by designation of a Presubscribed Interexchange Carrier Code (PICC) (in an equal access exchange area), a PICC change charge will apply where and when the Customer requests a change of its presubscribed long-distance carrier.

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Section 4 - SERVICE CHARGES *(continued)***4.5** Charges Associated with Premises Visit**4.5.1.** General

The Company does not typically provide services for wire installation and other, possible, maintenance work, but, notwithstanding, the Company may on an individual case basis, as conditions may warrant, may make premises visits for the purpose of wire installation and other installation and maintenance provided for by this Section.

4.5.2 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at the Customer's request, the charge to be billed is the amount quoted to the Customer for the work requested.

4.5.3 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

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Section 4 - SERVICE CHARGES (continued)

4.5 Charges Associated with Premises Visit

4.5.4 Inside Wire Maintenance and Installation

Subject to Section 4.5.1.A., *supra*, the customer may, in lieu of providing its own inside wiring for single-line station equipment, may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Charge to be billed will be based on the actual time and materials charges incurred when a customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

B. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

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Section 4 - SERVICE CHARGES (continued)

4.6 Rates and Charges

Connection Charge

	<u>Residence</u>	<u>Business</u>
Service Order Charge		
– First	\$ 0.00	\$52.25
– Additional	\$ 0.00	\$52.25
Premises Visit Charge (per 15 minute increment)		
– First	\$39.50	\$39.50
– Additional	\$14.25	\$14.25
Charge to install main service access line, per access line	ICB*	ICB*
Migration Fee	ICB*	ICB*

Restoral Charge

Charge to restore service, per access line	\$21.00	\$21.00
---	---------	---------

*ICB –Charges to be determined on an Individual Case Basis.

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Section 4 - SERVICE CHARGES (continued)

4.6 Rates and Charges (continued)

<u>Moves, Adds and Changes</u>	<u>Residence</u>	<u>Business</u>
Charge to change the grade of service or to change party pairing per access line	\$36.50	\$45.25
Charge to change telephone number per access line	\$11.25	\$ 7.75
Charge to initiate or terminate detailed billing, per access line	\$ 4.00	\$ 5.00
 <u>Line Change / Trunk Change</u>		
Line Change Charge		\$ 20.00
Trunk Change Charge		\$ 20.00
 <u>PICC Change Charge</u>		
PICC Change Charge (per line)	\$ 5.00	\$ 5.00

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Section 4 - SERVICE CHARGES (continued)

4.6 Rates and Charges (continued)

Record Order Charge

Per Request \$10.80

Premises Visit Charges

Trouble Isolation Charge

Per Premises Visit, Residence:
(per 15 minute Increment): \$24.45Per Premises Visit, Business:
(per 15 minute Increment): \$24.45

Inside Wire Installation Charge

Per Premises Visit, Residence:
(per 15 minute Increment): \$24.45Per Premises Visit, Business:
(per 15 minute Increment): \$24.45

Inside Wire Maintenance Charge

Per Premises Visit, Residence:
(per 15 minute Increment): \$24.45Per Premises Visit, Business:
(per 15 minute Increment): \$24.45

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Section 5 – USAGE AND MILEAGE CHARGES**5.1 Applications of Rates****5.1 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 regulations apply:

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) 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 extension specified by the calling party.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) 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.
- E) All times refer to local time.

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Section 5 – USAGE AND MILEAGE CHARGES (continued)**5.1 Applications of Rates (continued)****5.1.2 Charges Based on Distance**

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

- A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide (LERG) issued by and available from the Traffic Routing Administration office at Bell Communications Research Inc. (Bellcore), Morristown, New Jersey, and in National Exchange Carrier Association, Inc. Tariff FCC No. 4 (“NECA tariff”), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company’s network (such as a dedicated toll-free line), the Company will apply the rate center of the Customer’s main billing telephone number.

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Section 5 - USAGE AND MILEAGE CHARGES (continued)**5.1 Applications of Rates (continued)****5.1.2 Rates Based Upon Distance (continued)**

B. The airline distance between any two rate centers is determined as follows:

1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
2. Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (b) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step C above.
5. Divide the sum of the squares by 10.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. FORMULA:
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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Section 6 – AUXILIARY EXCHANGE SERVICES**6.1 Advanced Calling Features****6.1.1 General**

Advanced Calling features set forth in this Section are made available to residential and business customers on an individual case basis or as part of a multiple features package. 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.

6.1.2 Description of Features**Anonymous Call Rejection**

Anonymous Call Rejection is an arrangement that allows a called party to reject calls from parties that have activated the 'Caller ID - per Call Blocking' feature to prevent the display of the calling telephone numbers and associated main listing names to Caller ID Name and Number subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The caller will be instructed to hang up and place the call again, without activating the Caller ID - per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID and Caller ID Name and Number Services and is not available to non-Caller ID / Caller ID Name and Number customers.

Automatic Redial

Automatic Redial is an arrangement that allows a Customer to dial a code that will cause the feature to automatically redial the last number the Customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. The service is available on a usage or subscription basis.

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Section 4 – AUXILLARY EXCHANGE SERVICES (continued)**6.1 Advanced Calling Features (continued)****6.1.2 Description of Features (continued)****Call Forwarding**

Call Forwarding is an arrangement whereby incoming calls may be transferred to another telephone number by dialing a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to local and long distance message charges. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

Call Forwarding - Busy

Allows incoming calls to a busy station to be routed to a pre-selected station line within the same system or outside the system. Internal calls can be arranged to be forwarded to a number different than external calls.

Call Forwarding - Don't Answer

Allows incoming calls to be automatically routed to a pre-selected station line in the same system or outside the system, when the called station is not answered after a preset number of rings. Internal calls can be arranged to be forwarded to a number different from Direct Inward Dial (DID) calls.

Call Forwarding - Select Forward

Select Forward is an arrangement which permits a customer to prespecify, up to a maximum of six, telephone numbers from which calls are to be forwarded. During the period that select forward is activated, only calls from one of the prespecified numbers will be forwarded. For calls from a line within a multiline hunting group, the call will be forwarded only when the main telephone number has been prespecified.

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Section 6 - AUXILLARY EXCHANGE SERVICES (continued)

6.1 Advanced Calling Features (continued)

6.1.2 Description of Features (continued)

Call Waiting

Call Waiting is an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The tone is heard only by the Call Waiting Customer, while the incoming caller hears a regular ringing signal. The customer, by flashing the switchhook, is able to have the first call held while answering the second call. The Customer can alternate between calls by flashing the switchhook. Where facilities permit, the incoming call tone signal may be blocked on a per call basis. At the completion of the call, the call waiting feature is automatically reactivated.

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Section 6 - AUXILLARY EXCHANGE SERVICES (continued)

6.1 Advanced Calling Features (continued)

6.1.2 Description of Features (continued)

Caller ID

Caller ID is an arrangement which permits a customer to receive on a customer provided display device the calling telephone number for calls placed to the Customer. The calling telephone number will be delivered from an appropriately equipped central office to the customer provided display device during the first silent interval of ringing. If the calling telephone number is not available for forwarding to the called party, a message indicating that unavailability will be forwarded.

Where facilities permit and when requested by a subscriber to Call Waiting, the calling name and number will display when Call Waiting is activated.

Caller Identification - Name and Number

Caller ID - Name and Number is an arrangement which permits a customer with to receive the calling telephone number and the main listed name associated with the calling telephone number for calls placed to the customer. The calling telephone number and name will be forwarded from the terminating central office to a compatible customer-provided display device. The calling telephone number and name will be delivered during the first silent interval of ringing. If the calling telephone number and name is not available for forwarding to the called party, a message indicating that unavailability will be forwarded.

Where facilities permit and when requested by a subscriber to Call Waiting, the calling name and number will display when Call Waiting is activated.

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Section 6 - AUXILLARY EXCHANGE SERVICES (continued)**6.1 Advanced Calling Features (continued)****6.1.2 Description of Features (continued)****Caller ID - per call Blocking**

The calling party can prevent the Caller ID customer from seeing the calling telephone number display by dialing a special code prior to placing the call. This is known as Caller ID - per Call Blocking. When the calling party uses this blocking capability, the Caller ID customer will receive an indication on the Caller ID device that the identification of the calling telephone number has been suppressed. Caller ID - per call Blocking does not prevent delivery of telephone numbers when services that utilize Automatic Number Identification (ANI) are called (e.g., 0+, 0-, 700/800/900 and 911 Services). There is no charge for using Per Call Blocking.

Where a calling party uses Caller ID Blocking to prevent the delivery to the called customer of its telephone number (and name), the Caller ID customer may utilize the Anonymous Call Rejection service which will redirect the caller to an announcement stating that anonymous calls are being rejected.

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Section 6 - AUXILLARY EXCHANGE SERVICES (continued)

6.1 Advanced Calling Features (continued)

6.1.2 Description of Features (continued)

Distinctive Ringing

Distinctive Ringing is a feature which allows a customer to have up to three (3) separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to customers also subscribing to call waiting.

Distinctive Ringing - Priority Call

Allows a Customer to assign a maximum of 15 callers' telephone numbers to a special list. The Customer will hear a distinctive ring at his or her location when calls are received from caller's telephone numbers on that list.

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Section 6 - AUXILLARY EXCHANGE SERVICES (continued)**6.1 Advanced Calling Features (continued)****6.1.2 Description of Features (continued)****Hunting**

Basic Hunting - Available to customer with two or more individual line services, so that incoming calls to a busy line will overflow to another of the Customer's lines which is not busy. The following types of hunting are available; basic hunting, circular and preferential.

Circular Hunting - an option of Hunting Service that allows or hunting to start at the dialed number and continues in ascending order to the last number in the hunt group. Hunting then proceeds to the first number of the hunt group and continues through the group until an idle line is reached or the number just preceding the dialed number is reached.

Preferential Hunting - an option of Hunting Services that enables incoming calls to a specific number with the hunt group to hunt over a unique hunting sequence of lines within the hunting group. The unique hunting sequence is other than that encountered when a caller dials the first telephone number is in the hunt group.

Last Call Return

Last Call Return is an arrangement that allows the Customer to dial a code (e.g., *69) that will automatically redial the number of the last incoming call to that line, whether the call was answered or not. The Customer does not have to know the number of the calling party. If the calling party's number is blocked, by the calling party, the service will not return the call; but the Customer will hear an announcement that the number of the last call received was a private number and cannot be returned. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the Customer when the called line is available. The service is available on a usage subscription basis.

Last Call Return Customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (See Anonymous Call Rejection, *supra*)

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Section 6 - AUXILLARY EXCHANGE SERVICES (continued)**6.1 Advanced Calling Features (continued)****6.1.2 Description of Features (continued)****Number Intercept**

Where the Customer may change a telephone number provided through local exchange services of the Company to another telephone number also provided by the Company, the Company will provide, at the election of the Customer, number intercept services whereby the Company shall provide at no charge to the customer an announcement to all incoming callers (upon a call to the old number) that the Customer has changed its telephone number to a new number. The announcement shall specify the new telephone number. The Number intercept service shall be provided at no charge to the customer for a minimum period of 30 days; thereafter, the Company may continue to give out the new number of the Customer, at the election, of the Customer for a period not exceeding 6 months. After the initial 30 day announcement, Customers shall be charged at the rate of \$ 3.00 per month for the service.

Repeat Dialing

Repeat Call is an arrangement which permits the customer to redial automatically the last number dialed. If the called line is found to be busy, a thirty (30) minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy / idle status of the called line until both lines are ground idle or the queuing process expires.

Speed Dialing - 8 and 30

Speed Dialing is an arrangement which allows each station user to place calls to a previously designated telephone number(s) by dialing an abbreviated code. Two arrangements are available, an eight-code capacity and or a thirty-code capacity; whether the eight-code capacity or thirty-code capacity is available is dependent on the type of central office equipment being utilized by the Company.

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Section 6 - AUXILIARY EXCHANGE SERVICES (continued)6.1 **Advanced Calling Features (continued)**6.1.3 **Features Matrix**

	Included With Line	Standard Features
Anonymous Call Rejection		
Automatic Redial		
Call Forwarding		
- Busy		X
- Don't Answer		X
- Select Forward		X
- Remote Access		X
Call Rejection		
Call Trace		
Call Transfer	X	
Call Waiting		
Caller ID		X
Caller ID - Name and Number		X
Caller ID - per call Blocking		X
Distinctive Ringing		
Distinctive Ringing - priority call		
Hunting Station	X	
Last Call Return (*69)		
Number Intercept		
Repeat Dialing		X
Speed Dialing - 8 and 30		X
Three-Way Calling	X	
Toll Restriction		X

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Section 6 - AUXILLARY EXCHANGE SERVICES (continued)**6.1 Advanced Calling Features (continued)****6.1.3 . Features Matrix (continued)**

- A. All Advanced Calling Features may be associated with individual line services, and features such as Direct Inward Dialing and Hunting may be associated with Trunk Line Services where compatible. Custom Calling Services are only available to customers served by compatible electronic type switching equipment. Certain Advanced Calling features require that calls to the customers originate from central offices equipped by compatible electronic type switching equipment. The operation of certain Advanced Calling Features may be effected by customer premises equipment.
- B. Not all Advanced Calling Features may be compatible with other Advanced Calling Features on the same line. The Company will advise when two Customer selected Advanced Calling Features are not compatible for furnishing over the same line. A Customer will not be responsible for payment where two or more Advanced Calling Features are installed on a line where the features are not compatible.
- C. Customers with the following features may request these features on a pay-per-use basis or on a monthly subscription basis:

Automatic Redial
Repeat Dialing
Three-way Calling

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Section 6 - AUXILLARY EXCHANGE SERVICES (continued)**6.1 Advanced Calling Features (continued)****6.1.4 Rates**

Optional Business Features	Installation Charge	Monthly Rates	1 Year Term	2 Year Term	3 Year Term	5 Year Term
Anonymous Call Rejection		3.00	3.00	3.00	3.00	3.00
Automatic Redial	11.00	3.10	3.10	3.10	3.10	3.10
Call Forwarding						
- Busy	11.00	2.70	2.70	2.70	2.70	2.70
- Don't Answer	11.00	1.80	1.80	1.80	1.80	1.80
- Select Forward	11.00	2.50	2.50	2.50	2.50	2.50
- Remote Access						
Call Rejection	11.00	4.00	4.00	4.00	4.00	4.00
Call Trace						
Call Transfer	11.00	5.50	5.50	5.50	5.50	5.50
Call Waiting	11.00	2.50	2.50	2.50	2.50	2.50
Caller ID	11.00	6.75	6.75	6.75	6.75	6.75
Caller ID - Name and Number	11.00	7.00	7.00	7.00	7.00	7.00
Caller ID - per call Blocking						
Distinctive Ringing						
Distinctive Ringing - priority call	11.00	3.10	3.10	3.10	3.10	3.10
Hunting (per line)	11.00	0.05	0.05	0.05	0.05	0.05
Last Call Return (*69)*						
Number Intercept						
Repeat Dialing**						
Speed Dialing - 8	11.00	2.50	2.50	2.50	2.50	2.50
Speed Dialing - 30	11.00	5.00	5.00	5.00	5.00	5.00
Three-Way Calling***						
Toll Restriction						

Per activation Subscription basis

* Repeat Dialing	0.75	2.00
** Last Call Return	\$ 0.75	4.00
*** Three-Way Calling	0.75	3.50

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Section 6 – AUXILIARY EXCHANGE SERVICES (continued)

6.2 Busy Verification and Interrupt Service

6.2.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption. Busy Verification and Interruption 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 interruption call or any person.

6.2.2 Rate Application

- A. A Verification Charge will apply when the operator verifies that the line is busy with a call in progress; or the operator verifies that the line is available for incoming calls.
- B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupted call. Charges will apply for both the verification and interruption whether or not the called party accepts the interruption.
- C. No charge will apply when the calling party advises that the call is to or from an official public emergency agency or under conditions other than those specified preceding.

6.2.3 Rates

Verification Charge, each request	\$ 3.00
Interrupt Charge, each request.....	\$ 4.50

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Section 6 – AUXILLARY EXCHANGE SERVICES (continued)**6.3 Directory Assistance Services****6.3.1 General**

Customers may obtain directory assistance in determining a telephone number by dialing Directory Assistance Service. The Company will provide Directory Assistance services as furnished on a resold basis by an Incumbent or underlying carrier or third party service agent. The Company's Directory Assistance Services operator may be reached by dialing NPA 555-1212. The Directory Assistance services may be branded (reflecting the name of the Company) or unbranded (reflecting the name of the Party providing the service). A Directory Assistance Service charge will apply for each telephone number, area code, and or general information requested from the Directory Assistance Service operator, except for requests for telephone numbers of non-published service.

The Company will also provide Directory Assistance Call Completion for an additional charge (See Section 6.5, *infra*)

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Section 6 – AUXILLARY EXCHANGE SERVICES (continued)

6.3 Directory Assistance Services (continued)

6.3.2 Regulations

A. Application of Charges

A Directory Assistance Charge applies for each telephone number, area code and/or general information requested from the Directory Assistance operator except as follows:

1. Calls from semi-public, public and hospital service phones;
2. Requests for telephone numbers of non-published numbers;
3. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
4. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory.

B. The customer may request a maximum of two (2) telephone numbers per call to Directory Assistance.

C. An allowance of six (6) calls at no charge per billing period applies to each residential line.

D. An allowance of three (3) calls at no charge per billing period applies per each business line.

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Section 6 – AUXILIARY EXCHANGE SERVICES (continued)

6.3 Directory Assistance Services

6.3.3 Rates

Unless one of the exceptions listed above applies, the charge shown below applies for each request made to the Directory Assistance Operator.

Residential, per call.....	\$ 0.75
Business, per call	\$ 0.75

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Section 6 – **AUXILLARY EXCHANGE SERVICES** (continued)

6.4 Operator Services

6.4.1 General

When a Customer dials '0' the caller will be connected with an operator at no charge. Otherwise charges for Operator Services, like Directory Assistance and Directory Assistance Call Completion Services, will be charged based upon the service provided by the Operator as follows. Charges for Operator Services may be billed collect to the called party, to an authorized third party number, or to the originating line or to a valid authorized calling card. Local calls may be placed on a Station-to-Station basis or to a specified party – Person to Person.

6.4.2 Rates

Operator handled calling is available to customers of the Company for local calls. The following surcharges apply:

- A. Station-to-station Customer Dialed Calling Card\$0.75
- B. Station-to-station Operator assisted, other than (1) preceding.....\$2.25
- C. Station-to-station Live Operator Handled\$3.15
- D. Person-to-person (customer dialed).....\$3.25
- E. Directory Assistance Customer Dialed Calling Card\$ 0.75

The surcharges described in this Section apply in addition to any other applicable usage charges for the call. No time of day discounts apply to operator surcharges.

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Section 6 - AUXILLARY EXCHANGE SERVICES (continued)

6.5 Directory Assistance \ Operator Assistance Call Completion

6.5.1 General

In addition to other Directory Assistance and Operator Assistance services for which charges may apply, a Customer may request a Directory Assistance Services operator or other Operator to complete a telephone call to a specified number. The Customer will be charged for completion of the call where the operator connects the customer's call to that telephone number.

6.5.2 Regulations

The total charge for each completed operator assisted call consists of two charge elements (except as otherwise provided herein): a fixed Directory Assistance service or Operator Services charge (See Sections 6.3 and 6.4, *supra*, respectively) and the completion restriction selected by the user (i.e., station-to-station or person-to-person) (See Section 6.4); and a measured usage charge dependent on the duration, distance and time of day of the call. The usage charge elements applies as otherwise specified in this Price List.

6.5.3 Rates

Directory Assistance \ Operator Assisted Call Completion..... \$ 0.75

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Section 7 – LOCAL EXCHANGE SERVICES**7.1 Basic Local Exchange Service**

This section contains the regulations and rates applicable to the provision of Local Exchange Services provided by the Company. The Company will offer Local Exchange Services in exchange areas as described in Section 7.1.3.

7.1.1 General

Local Exchange Services provides a customer with a telephonic connection to the public switched telecommunications network. In addition, Local Exchange Service provides the customer with a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this Price List;
- C. access, as the case may be, certain interstate and international calling services provided by the Company*;
- D. access (at no additional charge) to the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0 or, 9-1-1; and
- F. access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's federal and state tariff or price lists, or which maintain other types of traffic exchange arrangements with the Company, or which accept 10XXX, 800 or other casual traffic originated through the Company's Local Exchange Services.

Each Local Exchange Services is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

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Section 7 – LOCAL EXCHANGE SERVICES (continued)**7.1 Basic Local Exchange Service (continued)****7.1.2. Service Description**

Local Exchange Services are categorized as Residential Line Service, Business Service, Digital Trunk, Analog Trunk, and Long Distance Services. Business Service is provided to Customers who order a minimum of five (5) lines. Trunk Line Services are addressed in Section 9. Long Distances services are addressed in the Company's Long Distance services Price List – Florida Price List No. 2.

A. Residential Line Service

The Residential Line Service provides the Customer a single, voice grade telecommunications channel which can be used to place or receive on call at a time. Local Calling Service provides a customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network* bearing the designation of any central office exchanges, areas, and zones included in the customer's Local Calling Area**. The Residential line is provided for connection of customer-provided single state sets or facsimile machines to the public switched telecommunications network. All calls to destinations outside the Local Calling Area but within the same state and LATA will be charged the IntraLATA rates.

B. Business Line Service

The Business Service provides the Customer with the same functionality as the Residential Line Service, but may be configured to include the feature of Hunting so that incoming calls to a busy line will roll-over to other of the Customer's lines which are not busy.

* Except calls to other telephone companies' caller paid information services (e.g., NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be rated and charged for according to the Tariffs of the enhanced service provider providing the service.

** As specified in the local exchange tariffs of GTE Florida Inc., Sprint-Florida, Inc., and BellSouth Telecommunications, Inc. for the State of Florida as in effect and as amended from time to time (See Section 7.1.3., *infra*).

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Section 7 -LOCAL EXCHANGE SERVICES (continued)

7.1 **Basic Local Exchange Service** (continued)

7.1.2 Service Description (continued)

- C. Digital Trunk Service (See Section 9.2)
- D. Analog Trunk Service (See Section 9.3)

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Section 7 – RESIDENTIAL EXCHANGE SERVICES (continued)

7.1 Basic Local Exchange Service (continued)

7.1.3 Description of Service Area

- A. The description of exchange areas serviced by the company shall be as set forth in the Local Exchange tariffs of each Incumbent Local Exchange Carrier (ILEC), as the same are presently in effect and as amended from time-to-time, for each exchange area where such ILEC provides local exchange services and as is listed or referenced to in Section 7.1.3.B below.
- B. The Company will provide telecommunications services in the various exchange areas in the state of Florida serviced by GTE Florida Inc., Sprint-Florida, Inc., and BellSouth Telecommunications, Inc.

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Section 7 - LOCAL EXCHANGE SERVICES (continued)**7.1 Basic Local Exchange Service (continued)****7.1.4 Message Rate Service****A. Service Area**

Message Rate Service is offered in local area exchanges where the Incumbent or underlying carrier also offers Message Rate Services in those areas.

B. Description

1. Customers contracting for message rate service are billed monthly at rates specified in Section 7.1.4.C. plus charges for local messages in excess of message allowance, if any, used during the preceding month.
2. The monthly period for message allowance begins on the first billing date following the date of connection. For the fraction of the month preceding the message period, a proportionate part of the monthly contract rate is billed and a proportionate allowance of local messages is made; excess messages, if any, are charged for in each excess message rate step in like proportion.
3. When a Customer changes to or from message rate service, a proportionate part of the monthly contract rate and a corresponding allowance of local messages are made for the fraction of the billing period during which the message rate service is used; excess messages, if any, are charged for in each excess message rate step in like proportion.

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Section 7 – LOCAL EXCHANGE SERVICES (continued)

7.1 **Basic Local Exchange Service (continued)**

7.1.4 **Message Rate Service (continued)**

B. Description (continued)

4. If allowance is not used in any one month, no credit of messages not used is applied against messages used in any other month.
5. The furnishing of flat and message rate (including semi-public telephone) services on the same premises is not permitted.
6. Unless otherwise requested by the Customer, all message rate services of the same class furnished the same Customer from the same central office designation and installed on the same Customer premises are considered collectively in determining the message allowance and excess messages. However message rate services of the same class or of different classes furnished the same customer and installed on different premises or with different central office designations are not considered collectively in determining message allowances and excess messages.
7. The provisions of this Price List apply to all message rate service except semi-public telephone.

C. Rates

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Section 7 –LOCAL EXCHANGE SERVICES (continued)**7.1 Basic Local Exchange Service (continued)****7.1.5 Local Measured Service****A. Service Area**

Local Measured Service is offered in the Local Area Exchanges where the incumbent local exchange carrier also provides measured rate service..

B. Description

1. Customers will have under this Price List offering the option of subscribing to Local Measured Service which provides for measured calling to all points within the existing non-toll calling area.
2. Normal service connection charges for existing Customers will not apply for one Customer conversion to and or from the measured service offering within the one-hundred eighty (180) day period commencing with the offering date of the local measured service in an exchange. Any conversion to or from local measured service in excess of this allowance will be billed at the rates listed in Section 7.1.5.C.
3. All Customer lines equipped for outward calling at a given location must be arranged for local measured service. Group billing shall be provided on rotary and PBX trunks.
4. Local usage charges will not apply to calls to the Company's business office or repair service, Long Distance Carrier Access Trunks or for Emergency Services as found in the local exchange telephone directory.

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Section 7 –LOCAL EXCHANGE SERVICES (continued)

7.1 **Basic Local Exchange Service (continued)**

7.1.5 Local Measured Service

B. Description (continued)

6. Local Measured Service access line charges are billed one month in advance with usage charges billed one month in arrears.
7. Offered in those exchanges where it is technologically and economically feasible.

C. Rates

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Section 7 – LOCAL EXCHANGE SERVICES (continued)**7.1 Basic Local Exchange Service (continued)****7.1.6 Flat Rate Service****A. Service Area**

Flat Rate Service is offered in exchanges areas where the incumbent local exchange carrier also offers Flat Rate Services and where it is technologically and economically feasible for the Company to do so.

B. Description

1. Customers will have under this Price List offering the option of subscribing to Flat Rate Service which provides for unlimited local calling to all points within the existing non-toll calling area.
2. A connection charge for Flat Rate Service will not apply if the Customer is converting service to or from the Measured Rate Service to the Flat Rate Service provided that the conversion is made within 180 days from the date of the introduction of local measured rate services in an exchange area. Any conversion to or from local measured service in excess of this allowance will be billed at the rates listed in Section 7.1.6.C.
3. Flat Rate Service charges are billed one month in advance.
4. Flat Rate Service is offered only in those Local Area Exchanges where and to the extent that such flat rate are available for purchase from the Incumbent or underlying carrier.
5. The Company may in the future offer non-toll flat rate service to Extended Area Service (EAS) exchanges as defined by and provided for, if at all, by the Incumbent or underlying carrier in that exchange area.

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Section 7 -LOCAL EXCHANGE SERVICES (continued)
7.1 **Basic Local Exchange Service (continued)**

7.1.6 Flat Rate Service

C. Rates and Charges for Flat Rate Service

	Installation Charge	Monthly Rates				
		Monthly Rate	1 Year Term	2 Year Term	3 Year Term	5 Year Term
Residential	59.00	25.30	25.00	24.80	24.50	24.10
Business	59.00	25.30	25.00	24.80	24.50	24.10

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Section 9 – TRUNK LINE SERVICES**9.1 Trunk Line Services - Generally****9.1.1 General Description**

Trunk Line Services allow customers to connect suitably equipped customer premise switching equipment (such as a Private Branch Exchange (PBX) or trunk-capable \ hybrid key system) for access to the public switched network and toll networks. Trunk Line Service can be arranged in the following configurations:

- Two-way - Calls can be routed either in or out
- In-Only - Calls can only come in, no outbound calls can come in
- Out-Only - Only outbound calls can be placed, no in bound calls can come in

Trunk Line Services include: *Digital Trunk Service and Analog Trunk Service*. Trunks can also be configured with Direct Inward Dialing (DID) capacity.

9.1.2 Use of Trunk Line Services

The customer must provide sufficient information regarding the intended use of the service to allow the Company to furnish and maintain the requested service, and to ensure that the use of the service complies with all Price List regulations. The Company is not responsible for the manner in which the use of the Analog or Digital Trunk capacity is allocated.

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Section 9 – TRUNK LINE SERVICES**9.1 Trunk Line Services – Generally (continued)****9.1.4 Responsibility of the Customer**

Where a customer elects to connect a customer-provided communications system to the Digital or Analog Trunk Service, the customer is responsible for:

- A. Compatibility of the connected communications system; and
- B. Testing, sectionalization and clearance of trouble conditions or service difficulties to their communications systems which is connected to service.

All signals generated by customer-provided terminal equipment must meet signal and format standards as described in the Bellcore Technical References (TRS) TR-NPL-000275.

Answer Supervision shall be provided by the customer in accordance with Subpart D of Part 68 of the FCC's Rules and Regulations. Where a customer fails to provide Answer Supervision, the Company may deny installation of the service. The Company may discontinue service for failure of the customer to provide Answer Supervision upon written notification and if such failure has not been remedied within a reasonable time.

9.1.5 Limitations

- A. Trunk Line Services are only available where equipment and operating conditions permit. The features may vary by serving Central office switch. Variations in the switching and control equipment used may cause differences in the operation and availability of certain features and associated services. Customers are responsible for providing compatible digital equipment and determining the compatibility of each basis and associated service used in conjunction with their application and equipment.
- B. Residential Service will not be provided over Trunk Line Services.

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Section 9 – TRUNK LINE SERVICES (continued)**9.2 Digital Trunk Service****9.2.1 Description**

Digital Trunk Service provides digital exchange service to the Customer. Digital Trunks serve to connect Customer-provided Private Branch Exchanges (PBXs) and or trunk-capable / hybrid key systems for access to the public switched and toll networks.

These services are subject to facility and equipment limitations

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) for additional charges.

9.2.2 Trunk Groups

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time divisioned multiplexed into a maximum of 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Individual channels must be aggregated into trunk group(s). A minimum installation consists of a Digital Trunk and one trunk group.

Trunk group(s) may be arranged for 'inbound', 'outbound' and or '2-way' transmission. Sizing of the trunk group(s) is customer selectable within the constraints of available channels.

Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the customer.

Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks.

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Section 9 – TRUNK LINE SERVICES (continued)**9.2 Digital Trunk Service (continued)****9.2.3 Standard Features****A. 24 Digital Channels****B. Automatic Channel Selection:**

Automatic Channel Selection selects an idle channel for inbound call completion from a preset pattern within a trunk group.

C. Digital Trunk Call Transfer:

Incoming calls may be transferred to another telephone number. After the transfer is complete, the trunk becomes available to make, receive or transfer other calls. Applicable usage charges apply from the transferring trunk to the called party and to transferred calls. Digital Trunk Call Transfer is only provided where available.

4. Alternate Routing for Digital Trunk

Alternate Routing will automatically route incoming calls to a predetermined telephone number or another Digital Trunk or Analog Trunk service when the first service is busy or when continuity is lost between the Central office and the customer provided equipment. Alternate Routing is available where technical capabilities and operating conditions permit. The customer may incur additional charges for calls which are alternately routed.

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Section 9 – TRUNK LINE SERVICES (continued)**9.2 Digital Trunk Service (continued)****9.2.4. Optional Features****A. Trunk Group Calling Restrictions**

Call Restriction on outbound calls is customer selectable. Call Restriction is assignable by individual trunk groups. Options include:

Local only,
Local through intraLATA toll,
Local through inter/intraLATA toll,
Local through international.

B. 900 blocking is standard, but may be deactivated at no additional charge, if requested on the initial order. However, the customer assumes liability for 900 calls if deactivation is requested.**C. Customer Premises Channelization:**

Customer Premises Channelization provides a DS-1 termination and DS-1 demultiplexing to the DS-0 level at the customer's premises. Customer Premises Channelization utilizes Company approved channel banks.

D. Direct Inward Dial (DID) Station Numbers:

Customers may choose blocks of either 10 or 100 numbers. Each block of 10 or 100 DID station numbers will be charged separately. All numbers within a block of 10 or 100 will be provided in consecutive sequence. Additional blocks of 10 or 100 DID Station Numbers may not be in consecutive number sequence with the other blocks(s) of DID numbers ordered by the customer.

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Section 9 – TRUNK LINE SERVICES (continued)**9.2 Digital Trunk Service (continued)****9.2.4. Optional Features (continued)****E. Digital Trunk Virtual Calling Network:**

Digital Trunk Virtual Calling Network is an optional service which provides a custom dialing plan to link multiple Digital Trunk locations. This service would allow customers station-to-station dialing between predesignated Digital Trunk locations. Local calls between locations will be considered private and will not incur charges. Digital Trunk Virtual Calling is only provided where available.

F. Redundant Digital Trunk Paths:

The redundant Digital Trunk path provides an additional dedicated path with 1.544 megabit capacity to connect a customer location to the Company's Central office. This option is available to customers on the Company's network only. The Company will guarantee the Redundant Digital Trunk path. The customer will be credited 100% of the monthly rate for the Digital Trunk for any service interruption of 2 hours or more and when the outage is determined by the Company to be in its network. Only one such credit will be applied per month.

G. Redundant Interexchange Carrier (IXC):

Redundant IXC Service provides carrier redundancy to the Digital Trunk customer. In the event that a Digital Trunk customer's primary IXC has a service impacting problem, the Company can reroute long distance traffic to an alternate carrier. The customer must notify the Company to enact such a change.

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Section 9 – TRUNK LINE SERVICES (continued)**9.2 Digital Trunk Service (continued)****9.2.5 Rate Regulations****A. Change Charge**

A change of service charge will apply to trunks activated on subsequent order

B. Nonrecurring Charges

No nonrecurring charges apply to services ordered by a customer entering into a term agreement of 24 months or longer for Digital Trunk. If a customer cancels service prior to the expiration of the term, the customer will be liable for the installation charges waived under this promotion.

9.2.6 Rates and Charges**A. Monthly charges**

	Installation Charge	Monthly Rates	1 Year Term	2 Year Term	3 Year Term	5 Year Term
In-Only w/Hunting	50.00	14.80	14.65	14.50	14.35	14.20
In-Only DID w/ Hunting	90.00	46.10	45.60	52.20	44.70	43.75
Out-Only	50.00	14.80	14.66	14.50	14.35	14.00
Two-Way w/Hunting	50.00	14.80	14.65	14.50	14.35	14.20
Two-Way DID w/Answer Supervision	90.00	53.00	52.25	51.70	51.00	50.00
2-Way Trunk Data Trunk	90.00	53.00	52.25	51.70	51.00	50.00

* Digital Trunks with DID and without DID can be combined on the same Digital Trunk facility. The total monthly rates will be the sum of the unit prices for each type.

** Subscriber Line Charges apply as specified the Company's applicable interstate telecommunications services tariff.

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Section 9 – TRUNK LINE SERVICES (continued)**9.2 Digital Trunk Service (continued)****9.2.6 Rates and Charges****B. Optional Rates**

	<u>Non-recurring Charge</u>	<u>Monthly Rate</u>
1. Customer Premises Channelization	ICB	ICB
2. Redundant Digital Trunk Path	ICB	ICB
3. Redundant Interexchange Carrier	ICB	ICB
4. Digital Trunk Virtual Calling Network, each location	\$ 150.00	\$ 150.00

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Section 9 – TRUNK LINE SERVICES (continued)**9.3 Analog Trunk Service****9.3.1 Description**

Analog Trunk Service provides a customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Analog Trunks are provided for connection of suitable customer-provided private branch exchange (PBX) or trunk-capable \ Hybrid Key System to the public switched and toll telecommunications networks. Each Analog Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Analog Trunks. Analog Trunks may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges.

Analog trunks can be used to carry one-way outbound, one-way inbound or two-way traffic.

The Company will, at its option, provide facilities for Analog trunk Lines where a minimum of 16 voice grade channels will be utilized at a single location, building or customers premises.

Caller ID is not available with Analog Trunk

9.3.2 Trunk Groups

Individual channels must be aggregated into trunk group(s). Trunk group(s) maybe arranged for inbound, outbound and/or 2-way transmission. Sizing of the trunk group(s) is customer selectable within the constraints of available channels.

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Section 9 – TRUNK LINE SERVICES (continued)**9.3 Analog Trunk Service (continued)****9.3.3 Optional Features****A. Trunk Group Calling Restrictions:**

Call Restriction on outbound calls is customer selectable. Trunk Group Calling Restriction is assignable by individual trunk groups. Options include:

local only,
local through intraLATA toll,
local through inter/intraLATA toll,
local through international.

B. 900 blocking is standard but may be deactivated at no additional charge, if requested on the initial order. However, the customer assumes liability for 900 calls if deactivation is requested.**C. Alternate Routing**

Alternate Routing will automatically route incoming calls to a predetermined telephone number or another trunk facility when the trunk or trunk group is busy or when continuity is lost between Central office and the customer provided equipment. Alternate Routing is available where technical capabilities and operating conditions permit. The customer may incur additional charges for calls routed.

D. Answer Supervision on Outbound Calls:

The Company's switch will electronically signal the originating premises equipment when an outbound call is answered and when the called party disconnects. Answer Supervision on inbound calls must be provided by the customer.

E. Automatic Channel Selection:

Automatic Channel Selection selects an idle channel for inbound call completion from a preset pattern within a trunk group.

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Section 9 – TRUNK LINE SERVICES (continued)**9.3 Analog Trunk Service****9.3.4 Rates****A. Monthly Rates****

		Month to	One	Term	Two	Three	Five
		<u>Month</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>
1.	Basic Analog Trunk, per trunk	\$ 60.00	39.50	38.50	37.50	37.50	
2.	DID per Trunk	\$ 108.00	51.50	50.50	49.50	49.50	

B. Non-Recurring Charges*

1.	Basic Analog Trunk, per trunk	\$ 43.00	42.00	41.00	40.00	39.00	
2.	DID per trunk	\$ 60.00	59.00	58.00	57.00	56.00	

* Service Installation and Service Order Charges do not apply to Analog Trunk Service

** Subscriber Line Charges apply as specified in the Company's applicable interstate telecommunications services tariff.

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Section 9 – TRUNK LINE SERVICES (continued)**9.4 Trunk Line Services Advanced Features****9.4.1. Direct Inward Dialing (DID) Service****A. General**

DID Service is an optional features which can be purchased in conjunction with Company-provided Trunk Line Services. DID Service is an arrangement which transmits the dialed digits for all incoming calls allowing the Customer's PBX, without an attendant's assistance, to route incoming calls directly to individual PBX stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Digital and or Analog Trunk Services.

DID Service requires special equipment and will be provided only where DID facilities are available in the central office and the switching equipment located on the customer's premises is properly equipped for DID Service.

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Section 9 – TRUNK LINE SERVICES (continued)**9.4 Trunk Line Services Advanced Features (continued)****9.4.1. Direct Inward Dialing (DID) Service (continued)****B. Regulations**

1. This service must be provided on all trunks in an exchange trunk group arranged for inward dialing service. The minimum order placed by a customer shall be a block of 10 numbers. Spare telephone numbers reserved by the customer to assure growth capacity for direct inward dialing service will also be charged for the charges and rates shown herein. On customer-provided systems, the customer shall provide all necessary terminating equipment to maintain Company specified service levels.
2. Customers may choose blocks of either 10 or 100 numbers. Each block of 10 or 100 DID station numbers will be charged separately. All numbers within a block of 10 or 100 will be provided in consecutive sequence. Additional blocks of 10 or 100 DID Station Numbers may not be in consecutive number sequence with other blocks of DID numbers ordered by the customer.
3. One DID Additive charge applies for each number a Customer wishes to remove from a reserved DID block of numbers.

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Section 9 – TRUNK LINE SERVICES (continued)**9.4 Trunk Line Services Advanced Features(continued)****9.4.1 Direct Inward Dialing (DID) Service (continued)****B. Regulations (continued)**

4. Routing of calls to selected numbers within the DID number group over a separate trunk group is not contemplated, except for the first number of a DID number group which may be routed to a separate trunk outside of this trunk group. This number will be included as part of the total initial number group of 20.
5. Customer must agree to subscribe to sufficient direct inward dialing service trunks to maintain an average grade of service, whereby no more than on call out of each one hundred call attempts will be blocked during the average busy hour of the busy week of the busy season as measured at the Company's central office.
6. Customer-provided equipment must meet industry standards established under direct distance dialing network requirement with regard to trunking, signaling, intercept, tone signals, etc.
7. DID station number rates and charges are in addition to the rates and charges for other Company services or facilities with which this service is associated. Such services or facilities are limited to network, access, and central office offerings.
8. When the customer requests non-direct inward dialing trunk changed to direct inward dialing trunks, these trunks will be considered new and the applicable service connection charges will apply.
9. If a customer's request for DID number renders a sequential number block unuseable for DID purposes, the LEC could assess a compromise charges for such action. These charges would be passed through to the customer.

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Section 9 – TRUNK LINE SERVICES (continued)

9.4 Trunk Line Services Advanced Features (continued)

9.4.1 Direct Inward Dialing (DID) Service (continued)

B. Regulations (continued)

10. Customer-provided switching systems with which DID Service is associated must be arranged by the customer to provide for the intercepting of assigned but unused line numbers.
11. Where DID Service is requested from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service.
12. DID Service is furnished upon the condition that the customer obtain adequate facilities to permit the use of DID Service without injurious effect upon it or any other services rendered by the Company. The Company may terminate or refuse to furnish service to any customer, without incurring any liability, if the use of the service would interfere with or impair other services provided by the Company, provided that, in the case of a termination of service, at least five days have elapsed following written notification to the customer by mail, or in person, of the intention to terminate the service for such cause.

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Section 9 – TRUNK LINE SERVICES (continued)**9.4 Trunk Line Services Advanced Features (continued)****9.4.1 Direct Inward Dialing (DID) Service (continued)****C.. Rates and Charges****1. DID Station Numbers**

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
- Block of 10 (1st 200 DIDs)	\$10.00	\$1.50
- Block of 10 (> 200 DIDs)	5.00	1.50
- Block of 100 (1st 200 DIDs)	100.00	15.00
- Block of 100 (> 200 DIDs)	55.00	15.00

I. DID Station Number Reservation

A customer may reserve a maximum of 200 DID Station Numbers for future use. The nonrecurring charges and month rates specified above also apply to DID Station numbers reserved.

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
J. Vanity Numbers	30.00	3.00
K. Local Number Portability (LNP)	5.00(I)	1.00
L. Per Non-Published Number	0.00	1.50
M. Per Additional Directory Listing	10.00	3.00

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Section 9 – TRUNK LINE SERVICES (continued)
9.4 Trunk Line Services Advanced Features (continued)
9.4.2 Direct Outward Dialing (DOD) Service

DOD Service is an optional feature which can be purchased allowing the Customer to access and dial outside numbers directly without the intervention of the company operator.

9.4.3 Uniform Access Solution
A. General

Uniform Access Solution provides an arrangement that allows channels to function with one number per channel group. UAS includes a DS-1 facility with common equipment and a network connection which provides switching for local exchange and toll network access. Each DS-1 facility utilizes 1 through 24 channels configured with trunk-side termination and one number functionality.

B. Rates

	Installation Charge	Monthly Rates	1 Year Term	2 Year Term	3 Year Term	5 Year Term
Trunk & Transport (2-Way or In Only)	3195	1567	1551	1535	1518	1500

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Section 9 – TRUNK LINE SERVICES (continued)

9.4 Trunk Line Services Advanced Features (continued)

9.4.4 Other Charges

A change of service charge applies for:

- A. Each rearrangement or change to standard features, optional features, and/or associated services of an existing trunk line service arrangement.
- B. Each trunk group changed through the removal or rearrangement of any trunk group(s), and/or changes to standard, optional, or associated services.

Non-Recurring
Charge

Change of Service Charge \$50.00

C. Additional Installation/Maintenance Charges:

Additional Installation Charges and/or Maintenance Charges apply when the customer requests installation or circuit changes to be effected during non-business hours for the Company or when the customer requests a Company technician at the customer premise for trouble outside the Company's facilities. These charges also apply when the customer requests and the Company agrees to perform other engineering, design or activities which are not provided by the Company as part of its then standard design and installation of customer service.

Normal Business Hours (8 am to 5 PM)	<u>Per Hour or Fraction Thereof</u>
Monday - Friday	\$100.00
After Business Hours	200.00

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Section 10 – ADSL SERVICES (continued)**10.1. General**

This section contains the rules and regulations pertaining to the provision of Digital Subscriber Line Services (DSL) Solutions. DSL Solutions provide high-speed connections services over existing copper facilities. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Price List.

10.2 Service Description

Asymmetrical Digital Subscriber Line (ADSL) Service is an access data technology service offered in speed levels of 384 Kbps Down / 128 Kbps Up to 6 Mbps Down / 384 Kbps Up. The “up” speeds represent “transmission speeds in kilobytes” from the customer designated location (CDL) to the Company’s ADSL connection point, while the “down” speeds represent “transmission speeds in kilobytes and megabits,” from the Company’s ADSL connection point to the CDL.

The Company’s ADSL connection point will consist of, principally, a Digital Subscriber Line Access Multiplier (DSLAM), located or to be located within or immediately adjacent to multi-tenant properties and dwellings where its Customers reside.

ADSL Service provides a connection from the customer designated location (CDL) to the ADSL connection point.

The Company will qualify the ADSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Company copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for ADSL.

The Company will undertake to qualify the ADSL Service during the same day which the Customer subscribes to the Service. Where, in the event, a landlord or other property management concern is the Customer, the Company will undertake to pre-qualify all copper facilities within the structure prior to connecting individual tenant \ station-users to the Company’s ADSL Service.

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Section 10 – ADSL SERVICES (continued)

10.2 Service Description (continued)

The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

ADSL will be provided subject to the availability and limitations of Company wire centers and outside plant facilities and is only available where technical capabilities permit such facility distance and type of physical plant.

10.3 Responsibility of the Company

The Company will provision and maintain ADSL service for the customer up to and including the Network Interface Device (NID).

10.4 Rights of the Company

The Company will not provision ADSL service if the Company reasonably determines that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems with existing services.

During the Company's network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. The Company reserves the right to temporarily interrupt ADSL Service at other times in emergency situations.

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Section 10 – ADSL SERVICES (continued)

10.5 Customer Provided Equipment

The customer is responsible for providing compatible customer provided equipment (CPE) that is used for connection to ADSL Service.

The customer is responsible for providing the Company with the necessary information (e.g., Data Link Connection Identifier(s) (DLCI), Permanent Virtual Circuit (PVC) and/or Internet Protocol) to provision ADSL Service.

The customer ordering ADSL Service on behalf of its subscribers must obtain a letter of agency.

The customer will be responsible for obtaining permission from its subscriber(s) for the Company's agents or employees to enter the customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Company.

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Section 10 – ADSL SERVICES (continued)**10.6 Rate Regulations****A. Rate Elements**

A non-recurring charge and a monthly rate apply for the installation of ADSL Service. The nonrecurring charge is also applicable when changing bandwidth.

ADSL Service is available in two service level packages, and is based on the “downstream and upstream” speeds chosen by the customer. The service levels are as follows:

<u>Downstream</u>	<u>Upstream</u>
Up to 1.5 Mbps, guaranteed at 384 Kbps	128 Kbps
Up to 6 Mbps, guaranteed at 1.5 Mbps	384 Kbps

Data speeds set forth above are peak periods. Actual speeds may be affected by loop distance and other factors, therefore, data speeds are not guaranteed.

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Section 10 -ADSL SERVICES (continued)**10.6 Rate Regulations****B. Rates**

Downstream connection rates of up to 1.5 Mbps, guaranteed at 384 Kbps, 128 Kbps upstream

	Monthly Service (1-Year or Longer Term)	Customer Premise Equipment	Equipment Installation	ADSL Service Installation	Month-to- Month Service
ADSL ² Transport	\$39	\$198	Waived ¹	Waived ¹	\$59
Internet ³ Access	\$10				\$21.95

Downstream connection rates of up to 6 Mbps, guaranteed at 1.5 Mbps, 384 Kbps upstream

	Monthly Service (1-Year or Longer Term)	Customer Premise Equipment	Equipment Installation	ADSL Service Installation	Month-to- Month Service
ADSL ² Transport	\$129	\$198	Waived ¹	Waived ¹	\$149
Multi User (up to 256 accounts) Internet Access ³	\$199				\$299

- Equipment and Service installation charge waived for customers who sign up for one-year term or longer
- Month-to-Month, 1-Year and 3-Year terms are available for ADSL service
- Discounts are available for retail customers who purchase more than 50 ADSL lines
- A basic telephone line, either business or residential, is required for ADSL service.

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Section 13 - SPECIAL PROGRAMS AND SERVICES

13.1 Hearing and Speech Impaired Customers

13.1.1. Directory Assistance

There shall be no charge for up to 50 calls per billing cycle from lines or trunks servicing individuals with disabilities. The company shall charge the prevailing price list rates for every call in excess of fifty within a billing cycle.

13.2 Telecommunications Relay Service

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

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Section 17 - SPECIAL ARRANGEMENTS**17.1 Collocation Services**

The Company will make available on a first-come, first-serve basis collocation space in each of its central offices where such floor space and facilities may be available. Collocation Space will in all events be provided on an equal access non-discriminatory basis; Collocation Space already reserved will not be considered available for Collocation. Rates and charges applicable to Collocation Services will be determined on an individual case basis taking into account factors such as the location of the central office, the amount of floor space requested, the Customer's particular requirements for power and any modifications and work which may be otherwise needed to accommodate the Customer's request.

17.1.1 Rules and Regulations

- A. A request by a customer for physical collocation of its equipment and facilities will be initiated by the customer submitting to the Company a Collocation Application. When the Company receives the customer's Collocation Application, it will conduct a survey for each customer request to identify all modifications and work which may be required to provide the customer with the requested space. After completion of the survey, the customer will receive a written proposal for the provision of collocation services from the Company. This proposal will detail the associated requirements and the rates and charges which will be required to meet the customer's specified request and the expected service date. The customer shall acknowledge acceptance of the rates and charges in this written proposal by signing it and returning a copy to the Company.
- B. Nothing herein this Price List shall obligate the Company to construct additional space or facilities or to alter or diminish the Company's use of space in a Central Office in order to provide collocation space to the customer under this Price List.
- C. The customer shall in all events be required to meet Company fire, safety and environmental requirements.

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Section 17 - SPECIAL ARRANGEMENTS (continued)**17.2 Special Construction****17.2.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price List, charges will be applied on an individual case basis (ICB basis) based on the costs incurred by the Company.

17.2.2 Basis for Cost Computation

The costs referred to above may include, but are not limited to, one or more of the following items to the extent:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. price list preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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Section 17 - SPECIAL ARRANGEMENTS (continued)**17.2 Special Construction (continued)****17.2.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially construed at the request of the customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the termination liability is equal to the estimated amounts for:
1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction or new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a) equipment and materials provided or used,
 - b) engineering, labor and supervision,
 - c) transportation, and
 - d) rights of way;
 2. license preparation, processing, and related fees;
 3. price list preparation, processing, and related fees;
 4. cost of removal and restoration, where appropriate; and
 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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