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June 16, 2015

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Service Commission
Commonwealth Keystone Bldg.
2nd Floor, RM N201
Harrisburg, PA 17120

RE: Application for Resale Interexchange Authority
For First Choice Technology of Louisiana, LLC
Docket No. A-2015-2471491
Initial Tariff

Dear Secretary Chiavetta:

Please find enclosed for filing the Initial Interexchange Toll Reseller tariff in the above matter. Also enclosed is a copy of Appendix A to the Order issued June 11, 2015 indicating Staff's recommended revisions to the proposed tariff.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Becky Heggelund

Enclosure

cc: Office of Consumer Advocate
Office of Small Business Advocate
Office of Attorney General
Verizon Pennsylvania, Inc.
Verizon North, Inc.

First Choice Technology of Louisiana, LLC
 Docket No. A-2015-2471491
 Proposed tariff for Interexchange Toll Reseller

The proposed tariff contains certain deficiencies that must be addressed by the Applicant before the tariff can be approved and the Certificate of Public Convenience issued. **The Applicant must submit a copy of this Appendix with its revised compliance tariff. On that copy, please note the page/sheet of the compliance tariff where the required revision is located for each item below.**

Tariff deficiencies noted – IXC Reseller (A-2015-2471491) Tariff No. 1

1. Correct the Title to read:

First Choice Technology of Louisiana, LLC
 INTEREXCHANGE TOLL RESELLER
 Regulations and Schedule of Charges

See title page

2. Page 2, Check Sheet; Add the text “*Indicates sheet included in this filing.” *See Check sheet Orig. Page 1*
3. Page 4; Revise the “Explanation of Symbols” section. Pursuant to 52 Pa. Code § 53.22, the only codes that should appear in the tariff are "(I)," "(D)," or "(C).” *See Page 9*
4. Page 11, Section 2.6. “Limitation of Liability”: Remove or revise any portion of this section that does not fit within the scope of 52 Pa. Code § 69.87 and the Commission Order under Docket No. M-00981209. See <http://www.pabulletin.com/secure/data/vol29/29-17/659.html>. *See Pages 11-13 Revised entirely*
5. Page 11, Section 2.6.2: Please add language to indicate 52 Pa. Code § 63.24(b)(3) which states that, when service is interrupted for at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate shall apply for each full 24 hour period during which the interruption continues after notice by the customer to the Company *See page 14 Section 2.7.1 Revised*
6. Page 11, Section 2.6.1.A: Change the reference for the limits on the liability for credits due to interruptions to Section 2.8.3 *Section Revised entirely. See Revised Section 2.6*
7. Page 16. Correct formatting issue by listing “Section 2 – Rules and Regulations (continued)” at the top of the page. *See page 16*
8. Page 17. Correct formatting issue by listing “Section 2 – Rules and Regulations (continued)” at the top of the page. *See page 17*

9. Page 19, Section 2.8.3.C.4: Correct formatting issue by indenting #4 so that it lines up with #3 above it. *see corrected section 2.8.3.4.*

10. Page 25; Section 3.5: Calculation of Distance. Correct the format of the formula for calculating air mileage to:

$$V = \frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

see corrected formula section 3.5 page 25

11. Page 25, Section 3.7: Special Services. Add language noting that all ICB contracts will be filed with the Commission upon request. *see section 3.7, page 25*

12. Page 29, Section 4.5: Late Charge. Revise second sentence to comply with 52 Pa. Code § 64.14 as follows "The late charge will be calculated on all amounts past due with the exception of previously accrued late payment charges. The late payment charge may not be assessed against an outstanding security deposit." *see section 4.5 original page 29*

13. Page 30, Section 4.7: Special Promotions. Pursuant to 52 Pa Code § 53.60 indicate that promotional offerings will be filed as a tariff supplement and may not have a duration of longer than 6 months in any rolling 12-month period which commences as of the effective date of the filed promotion. *see section 4.7, original page 30*

Interexchange Carrier Reseller

First Choice Technology of Louisiana, LLC
INTEREXCHANGE TOLL RESELLER
Regulations and Schedule of Charges

The Company's tariff is in concurrence with all applicable state and federal laws, including, but not limited to 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1934, as amended, and with the Pennsylvania Public Utility Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. Copies of this tariff are available for inspection at 903 Lake Lily Drive, Suite A125, Maitland, FL 32751.

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First Choice Technology of Louisiana, LLC

PA P.U.C. No. 1
List of Modifications

Interexchange Carrier Reseller

LIST OF MODIFICATIONS

This Tariff Supplement No. includes the following revisions/additions:

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Interexchange Carrier Reseller

CHECK SHEET

The Title Page and all Pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and Revised Pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Number of Revisions</u>	<u>Page</u>	<u>Number of Revisions</u>
Title	Original		
List of Modifications	Original		
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
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25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

*Indicates sheet included in this filing.

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Interexchange Carrier Reseller

TABLE OF CONTENTS

Check Sheet 01

Table of Contents 02

Application of Tariff 03

Participating Carriers and Billing Agent 04

Symbols 05

Tariff Format 06

Section 1: Definitions 07

Section 2: Rules and Regulations 9

Section 3: Description of Service 24

Section 4: Rates and Charges 29

ISSUED: June 16, 2015

EFFECTIVE: June 17, 2015

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Interexchange Carrier Reseller

APPLICATION OF TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of resold intrastate interexchange telecommunications service provided by **First Choice Technology of Louisiana, LLC** to business and residential customers within the Commonwealth of Pennsylvania.

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Interexchange Carrier Reseller

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS
AND BILLING AGENT**

1. Concurring Carriers - Applicant does not use any concurring carriers.
2. Connecting Carrier - Applicant's connecting carriers will be Verizon Pennsylvania.
3. Other Participating Carriers - Applicant has no other participating carriers.
4. Billing Agent - None.

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Interexchange Carrier Reseller

**EXPLANATION OF SYMBOLS
AND ABBREVIATIONS**

A. Symbols:

The following are the only symbols used for the purposes indicated below:

- D - To signify decreased rate
- I - To signify increased rate
- C - To signify all other changes

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Interexchange Carrier Reseller

TARIFF 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 tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, 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 asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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Interexchange Carrier Reseller

SECTION 1 - DEFINITIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Carrier - First Choice Technology of Louisiana, LLC. unless specifically stated otherwise.

Company - First Choice Technology of Louisiana, LLC., also referred to as "Carrier."

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

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Interexchange Carrier Reseller

SECTION 1 - DEFINITIONS

1.1 Definitions: (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Message - A completed telephone call by a customer or user.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Amounts billed to customers for regulated services.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS

2.1 Description of Service

- 2.1.1. The Company provides long distance interexchange telephone service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis, unless otherwise stated in this tariff and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

- 2.1.2. Custom or Enhanced Service Offering: At this time, the Company does not offer any enhanced services, but reserves the right to provide these services at a later date.

2.2 Service Availability

- 2.2.1 The Company offers service to customers consistent with the provisions of this tariff. Customer interested in the Company's services shall file a service application with the Company which fully identifies the customer and the services requested.
- 2.2.2 Service is offered subject to the Company's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Service Availability (continued)

2.2.3 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.4 Title to any equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Nonrecurring Charges

2.3.1 Customers will receive a monthly invoice setting forth the amount of usage and amount owed for such usage. Usage charges are determined by the length of calls and the time of day such calls, unless service is specifically provided on a flat rate basis. Customer is responsible for payment of invoices within 20 days after the bill is mailed by the Company to the customer.

2.3.2 Customers are responsible for any interconnection charges associated with interconnecting the company's premises to the local exchange carrier.

2.3.3 Customers will be billed and are responsible for payment of all applicable federal, state and local taxes assessed in conjunction with services used.

2.3.4 The Company reserves the right to examine the credit record of service applicants and to require a service deposit when determined necessary to assure future payment. Security Deposits required will not exceed more than two (2) months estimated usage as computed by the Company and will in all respects be consistent with Commission regulations.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Billing Disputes

2.4.1 Billing disputes shall be processed by the Company or its billing agent(s) in accordance with Commission rules.

2.4.2 Customers unsatisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services, Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120; Phone 1-800-692-7380; Fax (717) 787-6641.

2.5 Use of Service

Service may not be used for any unlawful purposes. Service is provided on a monthly (30 day) basis, unless otherwise stated in a service agreement.

2.6 Liability of the Company

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

2.6.2 Service Irregularities

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

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

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Liability of the Company (Cont'd)

2.6.3 Claims of Misuse of Service

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

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

2.6.4 Defacement of Premises

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

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.6.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

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

2.6.6 Service at Outdoor Locations

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

2.6.7 Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.

Acceptance of the provisions of Section 2.6 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.6.8 Limitation of Liability

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

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Interruption and Restoration of Service

2.7.1. Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal. When service is interrupted for at least 24 hours due to such factors as storms, fires, floods, or other conditions beyond the control of the Company, an allowance of 1/3 of the tariff monthly rate shall apply for each full 24 hour period during which the interruption continues after notice by the customer to the Company.

2.7.2. Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)2.7 Interruption and Restoration of Service (continued)2.7.2. Restoration of Service (continued)

B. The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2.7.3. TSP Request Process2.7.3.A Restoration

1. To request a TSP restoration priority assignment, a prospective TSP user must:
 - (a) National Security Leadership
 - (b) National Security Posture and U.S. Population Attack Warning
 - (c) Public Health, Safety, and Maintenance of Law and Order
 - (d) Public Welfare and Maintenance of National Economic Posture
2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Interruption and Restoration of Service (continued)

2.7.3.A Restoration (continued)

6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

2.7.3.B Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
2. Verify that the Company cannot meet the service due date without a TSP assignment.
3. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.7.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Interruption and Restoration of Service (continued)

2.7.4 Responsibilities of the End-User

- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Customer Responsibility

2.8.1 All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Customer Responsibility (continued):

2.8.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, any equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.8.3 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order for a change in the service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Customer Responsibility (continued)

2.8.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company.

2.8.5 Payment and Charges for Services

Service is provided on a monthly basis as follows:

- A. Payment is due within 20 days after the bill is mailed by the Company to the customer. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- B. Service may be disconnected in accordance with Commission rules for nonpayment of an invoice by its due date. See Section 2.9.3 below.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month and will be billed monthly in arrears.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Customer Responsibility (continued):

2.8.5 Payment and Charges for Services (continued):

- E. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- F. Customers will be charged a late payment penalty in the amount of 1.25% of unpaid principal amount or the highest rate allowed by state law.
- G. Customers will be charged a \$25.00 fee on all checks returned to the Company by the issuing institution.

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Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Carrier Responsibility

2.9.1 Calculation of Credit Allowance

Pursuant to the limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that an interruption continued beyond two hours.

2.9.2 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Customer Responsibility (continued):

2.9.3 Disconnection of Service by Carrier

Carrier may suspend service after seven (7) days written notice for any of the reasons listed below. Service may be terminated when 10 days have passed since the suspension and the original grounds for suspension have not been remedied.

- A. Non-payment of any sum due to Carrier for service for more than twenty (20) days from the date of mailing the invoice from the carrier to the customer except for disputes covered in Section 2.8.5.C;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Reserved for future use.
- F. Service may be discontinued without notice in the event customer uses equipment in such a manner as to adversely affect Carrier's equipment or service to others.

2.9.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was discontinued. That number is divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

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Interexchange Carrier Reseller

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up. In the event the called station "hangs up" but the calling station does not, chargeable time may end when the connection is released by automatic timing equipment within the telecommunications network.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is provided to the customer. The end of service date is the last day or any portion thereof that service is provided by the Company after notice of cancellation by Customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with the Carrier's. The customer shall secure all necessary licenses, permits and/or right-of-ways.

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Interexchange Carrier Reseller

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.4 Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula:
$$V = \frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted for all Feature Group D (1+) services.

3.7 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff. All ICB contracts will be filed with the Commission upon request.

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Interexchange Carrier Reseller

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.8 Service Offerings

The Company will provide the following services:

3.8.1 Message Toll Service (MTS)

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.8.2 Inbound Service (8XX)

Inbound Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The inbound services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to Inbound Service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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Interexchange Carrier Reseller

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.8 Service Offerings (continued):

3.8.3 Travel Card Service

Allows subscribers to gain access to the network via a toll free telephone number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

3.8.5 Operator Assistance for Handicapped Persons

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

3.8.6 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

3.8.7 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

3.8.8 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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Interexchange Carrier Reseller

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.8 Service Offerings (continued)

3.8.9 Early Termination for Business Customers

Business customers will be responsible for 100% of all loop charges for the entirety of the contract period. Customer will also be responsible for 100% of any Commitment amount or Minimum Usage.

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SECTION 4 - RATES AND CHARGES

4.1 Outbound 1+ Service

\$0.07 per minute.
Billed in whole minute increments.

4.2 Inbound 8XX Service

\$0.07 per minute.
Billed in whole minute increments.

4.3 Travel Card Service

\$0.25 per minute.
Billed in whole minute increments.
Per call surcharge: None.

4.4 Directory Assistance

\$1.25 per call. Residential customers are granted two free directory assistance calls per monthly billing cycle.

4.5 Late Payment Penalty

Customers will be charged 1.25% of any amounts owed to the Company beyond the due date as set forth within this tariff. The late charge will be calculated on all amounts past due with the exception of previously accrued late payment charges. The late payment charge may not be assessed against an outstanding security deposit.

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Interexchange Carrier Reseller

SECTION 4 - RATES AND CHARGES (continued)

4.6 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$25.00 per check.

4.7 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion. Promotional offerings will be filed as a tariff supplement and may not have a duration of longer than 6 months in any rolling 12-month period which commences as of the effective date of the filed promotion.

4.8 Pay Telephone (Payphone) Surcharge

A \$0.55 surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

4.9 Reconnection Charge

\$20.00 per account per occurrence.

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