
ACCESS SERVICE

This Tariff FCC No. 2 Replaces Tariff FCC No. 1 in its entirety.

**REGULATIONS AND SCHEDULE OF INTERSTATE CHARGES GOVERNING THE
PROVISION OF SWITCHED ACCESS SERVICES BY
T3 COMMUNICATIONS, INC.
D/B/A TIER 3 COMMUNICATIONS D/B/A NAPLES TELEPHONE
D/B/A FORT MYERS TELEPHONE**

This tariff includes the rates, charges, terms and conditions of service for the provision of interstate common carrier telecommunications services by T3 COMMUNICATIONS, INC. ("Company") originating from or terminating to locations within the United States. This tariff is on file with the Federal Communications Commission, and copies may also be inspected during normal business hours, at the following location: 2401 First Street, Suite 300, Fort Myers, FL 33901.

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Issued: September 16, 2016

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Issued by:

Josh P. Reel, President
2401 First Street, Suite 300
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CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original	*	29	Original	*		
2	Original	*	30	Original	*		
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25	Original	*	53	Original	*		
26	Original	*	54	Original	*		
27	Original	*					
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* - indicates those pages included with this filing.

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ISSUING CARRIERS

T3 Communications, Inc.

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

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

ABBREVIATIONS

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

ICB - Individual Case Basis.

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

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

LEC - Local Exchange Company.

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

N/A - Not Available.

POP - Point of Presence.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.(1)
 - 2.1.1.A.(1)(a)

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SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

Access Minutes - Denotes that usage of exchange facilities in interstate service for the purpose of calculating chargeable usage.

Access Service Request (ASR) -The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

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SECTION 1 - DEFINITIONS (CONT'D.)

Call - A Customer attempt for which the complete address code is provided to the service end office.

Central Office - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

Commission - Federal Communications Commission.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Company - Denotes T3 Communications, Inc. d/b/a Tier 3 Communications d/b/a Naples Telephone d/b/a Fort Myers Telephone

Company's Network - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the customer is the interexchange carrier utilizing the access services herein to reach end user customers.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Designated Premises - The premises specified by the Customer for termination of Access Services.

Customer Point of Presence - The physical location associated with the Customer's communication system.

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SECTION 1 - DEFINITIONS (CONT'D.)

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

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

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the end user is the customer of the interexchange carrier and the Company.

End Office Switch - The term "End Office" or "Central Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users, or other customers under an ICB or contractual agreement, receive local exchange or other telecommunications service.

Entry Switch - First point of switching.

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

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

Firm Order Confirmation (FOC) - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

First Point of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

Interexchange Carrier (IC) - Any individual, partnership, association, corporation or other entity engaged in interstate communication for hire by wire or radio between two or more exchanges.

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SECTION 1 - DEFINITIONS (CONT'D.)

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

Intrastate Communications - Any communications which originates and terminates within the same state.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff in which an end user may complete a call without incurring toll usage charges.

Message - A Message is a Call as defined above.

N/A - Not Applicable.

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

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

On-Net - Customer or End User locations capable of being served directly by the Company's existing network facilities.

Off-Net - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point of Presence - The physical location of an interexchange carrier's facilities.

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SECTION 1 - DEFINITIONS (CONT'D.)

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

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agree upon length of time.

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

Terminating Direction - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

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

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

United States - The contiguous United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

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SECTION 2 – TERMS AND CONDITIONS**2.1 Undertaking of Company**

The Company's service is furnished to Customers for interstate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation on Service

- 2.2.1** Service is offered subject to the initial and continued availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)

2.2 Limitation On Service (Cont'd.)

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.3 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.4 Location of Service**

Service originates or terminates at locations within the United States specified in the individual product descriptions in this tariff.

2.5 Use of Service

2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.5.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.6 Discontinuance and Restoration of Service**

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

2.6.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.6.2 Cancellation by the Company

- A.** For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- B.** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C.** For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D.** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)

2.6 Discontinuance and Restoration of Service (Cont'd.)

2.6.3 Restoration of Service

- A.** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B.** Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.7 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.8 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

2.9 Term Agreements

The Company may offer Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

2.10 Billing and Payment Arrangements

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations.

Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.10 Billing and Payment Arrangements (Cont'd.)**

2.10.2 All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same date in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

- A.** If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
- B.** Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.11 Claims and Disputes**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. All bills are presumed accurate, and shall be binding on the Customer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, “notice of a good faith dispute” is defined as written notice to the Company’s contact within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute.

Prior to or at the time of submitting a good faith dispute, Customer shall tender payment for any undisputed amounts.

- 2.11.1** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.11.2** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will issue a credit on the Customer’s next bill.
- 2.11.3** In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- 2.11.4** If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.11.5** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.10.2.B preceding.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.12 Payment of Deposits**

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.
- 2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.
- 2.12.4** In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.12.5** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.13 Inspection, Testing and Adjustment**

- 2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.13.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.14 Interconnection**

- 2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.15 Liability of the Company**

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

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)

2.16 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- 2.16.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.16.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.16.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

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ACCESS SERVICE

SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.17 Taxes**

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

2.18 Obligations of the Customer**2.18.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.18.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.18.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.18 Obligations of the Customer (Cont'd.)****2.18.4 Testing**

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.18.5 Design of Customer Services

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

2.18.6 Network Contingency Coordination

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

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.18 Obligations of the Customer (Cont'd.)****2.18.7 Jurisdictional Reports**

For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company requires the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions, as a Percent Interstate Usage (PIU) factor. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report. If the Customer fails to provide a PIU estimate, the Company, in its sole discretion, may choose to apply a PIU of 50%.

The Company may request detailed information in support of the reported percentage annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.18 Obligations of the Customer (Cont'd.)****2.18.8 Jurisdictional Audits**

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

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.18 Obligations of the Customer (Cont'd.)****2.18.9 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate switched access service is provided and call jurisdiction cannot be determined, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.18.7 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

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

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

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

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a communications path between a Customer and an end user. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.2 Manner of Provision

Switched access, or the functional equivalent of ILEC switched access, is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a per-trunk basis.

At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.3 Rate Categories**

The rate categories which apply to Switched Access Service are:

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

3.3.1 End User Common Line Charge (AKA Subscriber Line Charge or Network Access Charge)

The End User Common Line Charge rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

3.3.2 Switched Transport

The Switched Transport (or the functional equivalent of ILEC Switched Transport) rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.3 Rate Categories (Cont'd.)****3.3.3 End Office Switching**

The End Office Switching (or the functional equivalent of ILEC End Office Switching) rate category establishes the charges related to the use of end office switching equipment, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

3.3.4 Toll-Free 8XX Data Base Query

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

3.3.5 Switched Access Optional Features

Optional features may be available on an individual case basis.

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.4 Access Ordering**

This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff.

All services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premises address(es);
- Billing name and address (when different from Customer name and address); and
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. Any use of services without having submitted an ASR will be billed at standard tariff rates.

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.4 Access Ordering (Cont'd.)****3.4.1 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort; the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.4 Access Ordering (Cont'd.)****3.4.1 Access Service Date Intervals (Cont'd.)****B. Negotiated Interval (Cont'd.)**

3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

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

3.4.2 Access Service Request Modifications

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

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.5 Special Construction**

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

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct; or
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available; or
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Customer Acceptance - Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

Basis of Rates and Charges - Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- a. Nonrecurring Charges;
- b. Recurring Monthly Rates; and/or
- c. Termination Liabilities.

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.5 Special Construction (Cont'd.)**

Cost Computation - Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor and supervision;
 - (3) transportation;
 - (4) rights of way; and shipping and delivery.
- 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 uncollectable revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff 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 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.6 Obligations of the Company**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.6.1 Network Management

The Company will administer its network to insure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

3.6.2 Design and Traffic Routing of Switched Access Service

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

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.6 Obligations of the Company (Cont'd.)****3.6.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format. This data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The charges for such exchange will be determined on an individual case basis.

3.6.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.7.1 Report Requirements

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

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.18.7 preceding. Charges will be apportioned in accordance with those reports.

3.7.2 On and Off-Hook Supervision

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

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.8 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Usage-based Access Charges are applied on a per access minute basis. Such access minute charges are accumulated over a monthly period.

3.8.1 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service).

3.8.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.8 Rate Regulations (Cont'd.)****3.8.3 Moves**

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

- The point of termination at the Customer's premises
- The Customer's premises

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

A. Moves within the Same Building

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

B. Moves to a Different Building

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

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.8 Rate Regulations (Cont'd.)****3.8.4 Installation of Optional Features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

3.8.5 Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.9 Rates and Charges****3.9.1 End User Access Service****A. End User Common Line**

The End User Common Line (EUCL) Charge is a monthly, flat-rated charge assessed to end users for each local exchange service line or trunk.

Single Line Residential	\$8.00
Additional Line Residential	\$8.00
Single Line Business	\$8.00
BRI	\$8.00
Multi-Line Business	\$8.00

ISDN PRI lines will be charged 5 times the multiline business rate.

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Carrier Access Service - Billed rates adjust to conform to applicable changes in ILEC rates.

A. CenturyLink (former Embarq) Florida ILEC Region

Switched Transport

Tandem Switched Facility Per access minute, per mile

Zone 1	\$0.000035
Zone 2	\$0.000055
Zone 3	\$0.000080

Tandem Switched Termination Per access minute

Zone 1	\$0.000365
Zone 2	\$0.000438
Zone 3	\$0.000598

Tandem Switching Per access minute

Zone 1	\$0.001197
Zone 2	\$0.001338
Zone 3	\$0.001693

Common Multiplexing Per access minute

Zone 1	\$0.000327
Zone 2	\$0.000360
Zone 3	\$0.000370

End Office Switching

Local Switching Per access minute:

Originating	\$0.003568
Terminating	\$0.000700

Shared End Office Trunk Port Per access minute:

Originating	\$0.000557
Terminating	\$0.000000

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.9 Rates and Charges (Cont'd.)****3.9.2 Carrier Access Service - Billed rates adjust to conform to applicable changes in ILEC rates. (Cont'd.)****B. AT&T Florida ILEC Region****Switched Transport**

Tandem Switched Facility Per access minute, per mile \$0.000020

Tandem Switched Termination Per access minute \$0.000168

Tandem Switching Per access minute \$0.001145

Common Multiplexing Per access minute \$0.000380

End Office Switching

Local Switching Per access minute:

Originating \$0.002126

Terminating \$0.000700

Shared End Office Trunk Port Per access minute:

Originating \$0.000800

Terminating \$0.000000

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SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**3.9 Rates and Charges (Cont'd.)****3.9.2 Carrier Access Service - Billed rates adjust to conform to applicable changes in ILEC rates. (Cont'd.)****C. Frontier (former Verizon) Florida ILEC Region****Switched Transport**

Tandem Switched Facility Per access minute, per mile \$0.0000020

Tandem Switched Termination Per access minute \$0.0000000

Tandem Switching Per access minute \$0.0015740

Multiplexing Per access minute \$0.0000000

End Office Switching

Local Switching Per access minute

Originating \$0.0020995

Terminating \$0.0007000

Shared End Office Trunk Port Per access minute

Originating \$0.0016920

Terminating \$0.0000000

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ACCESS SERVICE

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.3 Toll-Free 8XX Data Base Access Service

Per Query Rate: \$0.008843

3.9.4 Switched Access Optional Features

ICB

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ACCESS SERVICE

SECTION 4 – MISCELLANEOUS CHARGES**4.1 PIC Change Charge**

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The Customer will incur a charge as provided below each time there is a change in the long distance carrier associated with the Customer's interLATA service after the initial installation of service.

Nonrecurring Charge per PIC Change \$5.00

4.2 Billing Name and Address**4.2.1 Service Description**

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

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SECTION 4 – MISCELLANEOUS CHARGES (CONT'D.)**4.2 Billing Name and Address (Cont'd)****4.2.2 General**

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

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

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SECTION 4 – MISCELLANEOUS CHARGES (CONT'D.)

4.2 Billing Name and Address (Cont'd)

4.2.2 General (Cont'd)

E. Manual Request

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

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SECTION 4 – MISCELLANEOUS CHARGES (CONT'D.)**4.2 Billing Name and Address (Cont'd)****4.2.2 General (Cont'd)****F. Mechanized Request**

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

4.2.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 5.2.4 following.

4.2.4 Rates and ChargesBNA Request Manual

Billing Name and Address

- Per Number \$1.00

4.3 Federal Universal Service Fund Fee

In order to recover the Company's expenses incurred under the Federal Universal Service Fund program, an undiscountable fee will be assessed monthly to end-user customers as a percentage of all interstate and international services purchased from the Company's FCC tariffs and FCC Rates, Terms, & Conditions documents. The rate of this fee is adjusted quarterly and is equal to the USF Contribution Factor released by the FCC.

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ACCESS SERVICE

SECTION 5 - CUSTOMER SPECIFIC CONTRACTS**5.1 General**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

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