

WiMacTel, Inc.
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Texas Local Tariff No. 1
Original Page 1

Issued: December 6, 2010

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WiMacTel, Inc.

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES

This tariff, filed with the Public Utility Commission of Texas contains the rates, terms and conditions applicable to the Resale of Competitive Local Telecommunications Services provided by WiMacTel, Inc. in the State of Texas.

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CHECK SHEET

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

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SYMBOLS

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

- (C) - Changed regulation.
- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a Customer's bill.
- (M) - Moved from another tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a Customer's bill.
- (T) - Change in text without change in rate or regulation.

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TARIFF FORMAT

- (A) **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- (B) **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Department. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- (C) **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
 - 2.1.1(A)(1)(a)(1)
 - 2.1.1(A)(1)(a)(1)(a)
 - 2.1.1(A)(1)(a)(1)(a)(1)
- (D) **Check Sheets** - When a tariff filing is made with the Department, 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. remain the same, just revised revision levels on some sheets.)

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of the resale of competitive local telecommunications services by WiMacTel, Inc. within the State of Texas.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a WiMacTel switching center or point of presence.

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

Aggregator - Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

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

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Calling Card - A billing mechanism by which the charges for a call may be billed to a valid Company-issued or Incumbent Local Exchange Carrier-issued account.

Commission - Refers to the Public Utility Commission of Texas.

Company or Carrier - WiMacTel, Inc., unless otherwise clearly indicated by the context.

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Holidays - Holidays observed by the Company as specified in this tariff.

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Person-to-person - A class of call in which the calling party specifies an individual, station number, department, or an agreed alternate with whom to speak at the called number.

Premises - A building or buildings on contiguous property.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

Station-to-Station - A class of call in which the calling party places the call to any individual or station at the called party location. All toll calls which are not placed on a Person-to-Person basis are station-to-station.

WiMacTel - Used throughout this tariff to mean WiMacTel, Inc., unless clearly indicated otherwise by the text.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of WiMacTel, Inc.

- 2.1.1** The Company 's services are furnished for intrastate telecommunications originating and terminating within the state of Texas under terms of this tariff.
- 2.1.2** The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3** When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's services and facilities.
- 2.1.4** The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.5** The Company may serve Customers in the State of Texas through the use of its own facilities or through the resale of services of other telecommunications service providers.
- 2.1.6** The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

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

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff. The furnishing of service under this tariff or an applicable contract is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.2.2** Customers and users may use services and facilities provided under this tariff or an applicable contract to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this tariff or an applicable contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.2.3** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4** In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

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

2.2 Limitations, (Cont'd.)

- 2.2.5** Accessories which aid a Customer's convenience in his use of the services provided by the Company which are not furnished under this tariff, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- 2.2.6** The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.
- 2.2.7** The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law.

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

2.3 Liabilities of Company

- 2.3.1** The Company 's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the failure occurs.
- 2.3.2** The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.
- 2.3.3** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the facilities, equipment or services used in connection with the services provided by the Company.
- 2.3.4** The Company shall not be liable for the use or abuse of a Customer's service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of a PBX re-origination or other legal or illegal equipment, service or device. The Company shall not be liable for any action, such as blocking or refusal to accept certain calls, that it deems necessary to take in order to prevent unlawful use of its services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- 2.3.5** Acceptance by the Department of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

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

2.3 Liabilities of Company, (Cont'd.)

2.3.6 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.

2.3.7 The Company shall be indemnified and held harmless by the Customer against the following:

- (A)** Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
- (B)** All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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

2.4 Taxes and Surcharges

2.4.1 General

- (A) 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.
- (B) Surcharges (i.e., 911, subscriber line charge, etc.) approved or mandated by any governmental jurisdiction are listed separately on the bill and are not included in quoted rates.

2.5 Terminal Equipment

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

2.6 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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

2.7 Payment for Service

- 2.7.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Department. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Department rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.7.2** Monthly invoices sent to the Customer are due upon receipt and are considered delinquent thirty (30) days after the bill is rendered and the account may be subject to disconnection. All amounts owed after the due date are subject to late payment penalty charges of 1.5 % per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.
- 2.7.3** In no case shall service be actually disconnected until five days after written notice has been given to the Customer.
- 2.7.4** Returned Check Fee - A \$25.00 processing fee will be charged if a check for payment of an invoice is dishonored for any reason. This charge applies each time a check is returned to WiMacTel by a bank for insufficient funds.

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

2.8 Deposits and Advance Payments

- 2.8.1** The Company does not normally require a deposit or advance payment from Customers. However, deposits or advance payments may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company.
- 2.8.2** In determining whether a Customer's or potential Customer's credit history is unsatisfactory, the Company will consider (i) the Customer's payment history with the Company, (ii) the Customer's ability to demonstrate adequate ability to pay for the service, (iii) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates. Customers whose payment or credit history is determined by the Company to present an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or two months actual or estimated usage charges for the service to be provided. In the case of a cash deposit, simple interest per annum pursuant to the rules and regulations of the Department shall be credited or paid to the Customer while the deposit is held by the Company. Such deposit may be refunded to the Customer's account at the end of six (6) months of satisfactory credit history.

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

2.9 Cancellation by Customer

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of WiMacTel may cancel service by providing thirty (30) days written notice to WiMacTel. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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

2.10 Interconnection

Service furnished by WiMacTel may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with WiMacTel's service.

2.11 Refusal or Discontinuance by Company

The Company may refuse or discontinue service in the following circumstances. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with the Department rules.

2.11.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

2.11.2 For the use of telephone service for any other property or purpose other than that described in the application.

2.11.3 For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.

2.11.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company. Such action shall be taken only when corrective action negotiated between the Company and the Customer has failed to resolve the situation.

2.11.5 For non-compliance with and/or violation of the Department regulations or the Company's rules and regulations on file with the Department.

2.11.6 In the event of tampering with the equipment furnished and owned by the Company.

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

2.11 Refusal or Discontinuance by Company, (Cont'd.)

- 2.11.7** In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others. Such discontinuance of service may be made without notice if a dangerous condition relating to Company service exists which could subject any person to imminent harm or result in substantial damage to the property of the Company or others. In such case, the Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal.
- 2.11.8** In the event of unauthorized or fraudulent use of service. The Company may terminate service without notice to the Customer if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. The Company shall within twenty four (24) hours after such termination send written notification to the Customer of the reasons for such termination. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.11.9** For failure of the Customer to make proper application for service. A Customer who has complied with Department regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Department.
- 2.11.10** For Customer's breach of the contract for service between the Company and the Customer.
- 2.11.11** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.11.12** The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.

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

2.11 Refusal or Discontinuance by Company, (Cont'd.)

2.11.13 The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:

- (A) Abandonment of service.
- (B) Impersonation of another with fraudulent intent.
- (C) Nonpayment of any sum due the Company.
- (D) Abuse or fraudulent use of service.

2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.13 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

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

2.14 Interruption of Service

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.3 herein and the provisions of the Department.

2.15 Terms and Conditions

2.15.1 Service is provided on the basis of a minimum period of at least one month unless specified otherwise in this tariff. For the purpose of computing charges in this tariff or an applicable contract, a month is considered to have 30 days.

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

2.15.3 At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff or an applicable contract prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service agreement shall survive such termination.

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

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

2.16 Non-routine Installation

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

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

2.17 Special Construction And Special Arrangements

2.17.1 Special Construction - Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction is that construction undertaken:

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

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

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.2 Basis for Charges - Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

2.17.3 Basis for Cost Computation - The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:

- (A)** Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- (B)** Annual charges including the following: (i) cost of maintenance, (ii) 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, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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

2.17 Special Construction And Special Arrangements, (Cont'd.)

2.17.4 Termination Liability - To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

(A) The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.

(B) The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

2.17.5 Maintenance Charge - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

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SECTION 3 - SERVICE OFFERINGS

3.1 Calculation of Distance

For mileage sensitive services, the distance between originating and terminating points of a private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or WiMacTel access point(s) associated with the facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcordia's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the WiMacTel network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between WiMacTel access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 3.1.1

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SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.1 Calculation of Distance, (Cont'd.)

3.1.1 Calculation Method for Private Line Services

The following steps describe the procedure for calculating mileage distances for private line services:

- Step 1 Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.
- Step 2 Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

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

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SECTION 3 - CONNECTION CHARGES

3.1 Connection Charge

3.1.1 General

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

3.1.2 Exceptions to the Charge

- (A) No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- (B) No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- (C) The Company may from time to time waive or reduce the charge as part of a promotion. See Section 4.3.

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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.2 Restoral Charge

A Restoral Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

	Business
Non-recurring Charge	\$25.00

3.3 Moves, Adds and Changes

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

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

Move	The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
Add	The addition of a vertical service to existing equipment and/or service at one location.
Change	Change - including rearrangement or reclassification - of existing service at the same location.

Business Charge per	Move	Add	Change
Non-Recurring	\$25.00	\$25.00	\$25.00
Charge			

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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.4 Charges Associated with Premises Visit

3.4.1 Terms and Conditions

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

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

3.4.2 Trouble Isolation Charge

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

Business Charge per

Per Premises Visit, Business: \$25.00

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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.5 Primary Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

Charge: \$2.50

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SECTION 4 - SUPPLEMENTAL SERVICES

4.1 Service And Promotional Trials

4.1.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

4.1.2 Regulations

- (A)** Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- (B)** During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

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SECTION 4 - SUPPLEMENTAL SERVICES, (CONT'D.)

4.1 Service And Promotional Trials, (Cont'd.)

4.1.2 Regulations, (cont'd.)

- (C) During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- (D) Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- (E) The Company retains the right to limit the size and scope of a Promotional Trial.

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SECTION 4 - SUPPLEMENTAL SERVICES, (CONT'D.)

4.2 Busy Verification And Interrupt Service

4.2.1 General

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

4.2.2 Rate Application

(A) A Verification Charge will apply when:

- (1) The operator verifies that the line is busy with a call in progress, or
- (2) The operator verifies that the line is available for incoming calls.

(B) Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

(C) No charge will apply when the calling party advises that the call is from an official public emergency agency.

4.2.3 Rates

	Per Request
Verification Charge, each request	\$2.50
Interrupt Charge, each request	\$2.50

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SECTION 4 - SUPPLEMENTAL SERVICES, (CONT'D.)

4.3 Directory Assistance Service

4.3.1 Directory Assistance Service

Directory Assistance is available to Customers of WiMacTel service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

Intrastate Directory Assistance	\$2.49
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4.3.2 Call Completion Service

The Company Directory Assistance operator, or automated attendant, will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

A. Directory Assistance Call Completion, Per Call

Per Call Charge:	\$1.00
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WiMacTel, Inc.
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SECTION 4 - SUPPLEMENTAL SERVICES, (CONT'D.)

4.4 Local Operator Service

Please see the Company's Texas Rate Sheet for the current rates for Operator Services within Texas.

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SECTION 5 – LOCAL SERVICE DESCRIPTIONS

5.1 General

Section 9 of this price list contains the Public Telephone Services that the Company proposes to offer on a monthly basis. No other Local Exchange Services are being offered by the Company at this time.

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- (A) nonrecurring charges;
- (B) recurring charges;
- (C) termination liabilities; or
- (D) combinations of (A), (B), and (C).

6.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- (A) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor, and supervision;
 - (3) transportation; and
 - (4) rights of way and/or any required easements.
- (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.

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SECTION 6 - SPECIAL ARRANGEMENTS, (CONT'D.)

6.1 Special Construction, (Cont'd.)

6.1.2 Basis for Cost Computation, (cont'd.)

- (D) Administration, taxes, and uncollectible revenue on the basis of reasonable average cost 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.

6.1.3 Termination Liability

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

- (A) The period on which the termination liability is based is the estimated service life of the facilities provided.

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SECTION 6 - SPECIAL ARRANGEMENTS, (CONT'D.)

6.1 Special Construction, (Cont'd.)

6.1.3 Termination Liability

- (B) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
- (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a) equipment and materials provided or used;
 - (b) engineering, labor, and supervision;
 - (c) transportation; and
 - (d) rights of way and/or any required easements;
 - (2) license preparation, processing, and related fees;
 - (3) tariff preparation, processing and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
- (C) The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3(B) preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 6 - SPECIAL ARRANGEMENTS, (CONT'D.)

6.2 Non-Routine Installation and/or Maintenance

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

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- (A) LATA and type of switch
- (B) The V&H distance from the central office to the customer's premises
- (C) Service description
- (D) Rates and charges
- (E) Quantity of circuits
- (F) Length of the agreement.

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SECTION 7 - CONTRACTS FOR SERVICE

7.1 General

Services may be offered by the Company on a contractual basis under one of the following arrangements:

- (A) Payment Plans** - Tariffed services provided by the Company may be offered under contract at discounted or stabilized rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Payment Plans are specified on a per service basis in Section 5 of this tariff. Rules and regulations associated with each Payment Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Payment Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff.
- (B) Specialty Service Arrangements (SSA)** - Under appropriate circumstances, the Company may enter into Customer-specific Specialty Service Arrangements furnished in lieu of existing tariff offerings to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each Specialty Service Arrangement shall be negotiated on an individual case basis and be mutually agreed upon between the Customer and Company. SSAs may include discounts off of rates contained in this Tariff, waivers of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the SSA may be based partially or completely on a term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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SECTION 8 - PROMOTIONS AND OPTIONAL CALLING PLANS

8.1 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Department regulations.

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SECTION 9 - PUBLIC TELEPHONE SERVICES

9.1 General

Public Telephone Services provide a Payphone Service Provider ("PSP") with a connection to the Company's switching network for the purpose of accessing measured services and features provided by the Company on Federal Communications Commission (FCC) registered Customer-owned Coin Operated Telephones (COCOTs) and Customer-owned coinless telephones.

Connection charges, as described, apply to all services on a one-time basis unless waived pursuant to this Tariff.

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.2 Public Access Lines

9.2.1 General

Public Access Lines (PAL) are voice grade individual business exchange lines which provide exchange access from the Customer's premises to the Company's central office facilities for the purpose of connecting COCOTs or Customer-owned coinless telephones to the Company's network.

Coin, coinless and combination coin and coinless telephones may be connected only to PAL individual message rate service. PAL lines terminate in Company-provided jacks or interfaces.

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.2 Public Access Lines, (Cont'd.)

9.2.2 Types of Public Access Lines

- (A) Basic Public Access Lines** - Basic Public Access Lines (BPAL) are measured service lines arranged for either two way (incoming and outgoing) calling or one way (outgoing) calling.

- (B) Enhanced Business Public Access Lines** - Enhanced Business Public Access Lines (EBPAL) have all of the BPAL services. In addition, EBPAL services include Billed Number Screening and PAL Blocking features.

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.2 Public Access Lines, (Cont'd.)

9.2.3 Feature Descriptions

Outward Call Screening - this feature is designed to prevent a PAL user from obtaining service through an operator when such service is billed to the calling number. An Automated Number Identification (ANI) code is transmitted to alert the operator and carrier systems that the call is originating from a PAL and may require special handling and billing treatment. If the facilities of an interexchange carrier are not compatible with the Company's signaling arrangements, directly dialed interLATA calls may be blocked by the carrier.

- (A) PAL Blocking Option 1 - this feature blocks a PAL user from prefixes 394, 540, 550, 910, 920 and 970 and the service access codes 700 and 900.
- (B) PAL Blocking Option 2 - this feature blocks a PAL user from prefixes 394, 540, 550, 970 and 976 and the service access codes 700 and 900.
- (C) International Direct Dialed (011) Blocking - this feature blocks a PAL user from international directly dialed calls.
- (D) Billed Number Screening - this feature is designed to permit operator systems to disallow incoming collect and third number calls to the BPAL line when such calls originate within the continental United States and when such calls are processed through the national data base known as Billing Validation Application.

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.2 Public Access Lines, (Cont'd.)

9.2.4 Rates and Charges

Public Access Lines (PAL) rates and charges are based on the following items:

(A) Monthly flat charges

These charges are based on the type of PAL ordered and any optional features accompanying the PAL that is not included in the type of PAL ordered.

(B) Message usage rates and charges

These rates and charges are for local and toll message usage. In addition, all other regulations governing business individual access lines apply. PAL Customers are liable for all usage and monthly charges incurred on PAL access lines.

(C) Trouble Isolation Charge

The Trouble Isolation Charge applies when a visit to the Customer's premises is necessary to isolate a problem. Regulations and rates applicable to the End User Common Line charge for multiline business service apply to public access lines. Optional features for public access lines such as Touch-Tone and Custom Calling Services are furnished at existing tariff rates and charges for business service, subject to the availability of facilities. There is no charge to COCOTs for local and intraLATA Directory Assistance calls.

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.2 Public Access Lines, (Cont'd.)

9.2.4 Rates and Charges, (cont'd.)

(A) Monthly Flat Charges per line and usage

Exchange	
All Exchanges	\$18.85

(B) Monthly Measured Rate Charges per line

Exchange	
All Exchanges	\$18.85

(C) Installation Charge

(1) Per Line Installation Charge

Exchange	
All Exchanges	\$22.00

(2) Per Line Conversion Charge

Exchange	
All Exchanges	\$125.00

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.3 Public Access Smart-Pay Lines

9.3.1 General

Public Access Smart-Pay Lines (PASL) service is comprised of individual business exchange lines with coin or coinless functionality offered to Payphone Providers (PSPs) for the purpose of accessing measured service and features provided by the Company. PASLs are furnished from suitably equipped central offices, subject to the availability of facilities.

Coin, coinless and combination coin and coinless telephones may be connected only to PAL individual message rate service. PAL lines terminate in Company-provided jacks or interfaces.

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.3 Public Access Smart-Pay Lines, (Cont'd.)

9.3.2 Types of Public Access Smart-Pay Lines

(A) One Way Basic Coin Access Line (BCAL1) - BCAL1 is a standard Dial Tone First (DTF) coin line which provides only outgoing service with the following features as described in Section 6.3.3.

- (1) PAL Blocking Option 2
- (2) Billed Number Screening (BNS)
- (3) Outward Call Screening (OCS)
- (4) International Direct Dialed (011) Blocking (IDDB)
- (5) Operator System Coin Control (OSCC)

A standard DTF coin line enables customers to dial certain calls without requiring coin deposits (e.g., "911" Emergency Service).

(B) Two Way Basic Coin Access Line (BCAL2) - BCAL2 is a standard DTF coin line which provides only outgoing and incoming service with the following features as described in Section 6.3.3.

- (1) PAL Blocking Option 2
- (2) Billed Number Screening (BNS)
- (3) Outward Call Screening (OCS)
- (4) International Direct Dialed (011) Blocking (IDDB)
- (5) Operator System Coin Control (OSCC)

(C) Charge-A-Call Public Access Line - Charge-A-Call service is a coinless line which provides only outgoing service on an authorized credit/calling card basis with the OCS and BNS as described in Section 6.3.3. One-Plus (1+) dialing (except Toll-Free numbers and 555) is not permitted.

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.3 Public Access Smart-Pay Lines, (Cont'd.)

9.3.3 Feature Descriptions

- (A) Outward Call Screening - this feature is designed to prevent a PAL user from obtaining service through an operator when such service is billed to the calling number. An Automated Number Identification (ANI) code is transmitted to alert the operator and carrier systems that the call is originating from a PAL and may require special handling and billing treatment. If the facilities of an interexchange carrier are not compatible with the Company's signaling arrangements, directly dialed interLATA calls may be blocked by the carrier.
- (B) PAL Blocking Option 1 - this feature blocks a PAL user from prefixes 394, 540, 550, 910, 920 and 970 and the service access codes 700 and 900.
- (C) PAL Blocking Option 2 - this feature blocks a PAL user from prefixes 394, 540, 550, 970 and 976 and the service access codes 700 and 900.
- (D) International Direct Dialed (011) Blocking - this feature blocks a PAL user from international directly dialed calls.
- (E) Billed Number Screening - this feature is designed to permit operator systems to disallow incoming collect and third number calls to the BPAL line when such calls originate within the continental United States and when such calls are processed through the national data base known as Billing Validation Application.

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.3 Public Access Smart-Pay Lines, (Cont'd.)

9.3.4 Rates Structure

- (F) Line Side Answer Supervision - this feature is designed to improve the accuracy of COCOT timing of sent paid calls. The feature provides “off-hook” supervisory signals to customer premises equipment of the Public Telephone Service Customer when the called party answers the call. When a called party on-hook at the end of a call is detected, the reverse battery is returned to normal indication that the called party has disconnected from the call.

- (G) Operator System Coin Control - this feature is designed to provide control of 0-, 0+ and 1+ dialing from BCAL station. With Operator System Coin Control, sent-paid interLATA calls from BCAL1 and BCAL2 stations, if permitted by the Presubscribed Interexchange Carrier (PIC), will be forwarded to the end user’s designated PIC. Special billing/coin sharing arrangements between BCAL Customers and their respective carriers will be necessary.

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SECTION 9 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

9.3 Public Access Smart-Pay Lines, (Cont'd.)

9.3.5 Rates and Charges

Public Access Smart-Pay Lines (PASL) rates and charges are based on the following items:

(A) Monthly flat charges

These charges are based on the type of PASL ordered and any optional features accompanying the PASL that is not included in the type of PASL ordered.

(B) Message usage rates and charges

These charges are for local calls for Dial Sent-Paid Calls from Basic Coin Access Lines. In addition, all other regulations governing business individual access lines apply. PASL Customers are liable for all usage and monthly charges incurred on PASL access lines.

(C) Service Connection Charges

(D) The rates applicable for Public Access Smart Pay Line service are the same as the rates and services found in Section 9.2.4 of this document.