



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

FILED

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Application of 5LINX Enterprises, Inc.
For a Certificate of Public Convenience
And Necessity in Order to Provide
Resold Competitive Local Exchange
And Interexchange Service

Application No. _____ **A1008026**

**APPLICATION OF 5LINX ENTERPRISES, INC. FOR A CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY IN ORDER TO PROVIDE RESOLD COMPETITIVE
LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

[PUBLIC REDACTED VERSION]

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Counsel for 5LINX Enterprises, Inc.

Dated: August 25, 2010

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OF THE STATE OF CALIFORNIA**

Application of 5LINX Enterprises, Inc.
For a Certificate of Public Convenience
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[PUBLIC REDACTED VERSION]

Pursuant to the Rules of Practice and Procedure (the “Rules”) of the California Public Utilities Commission (the “Commission”), and the Commission’s decisions authorizing competition in California’s telecommunications markets, 5LINX Enterprises, Inc. (“5LINX” or “Applicant”), by and through its attorneys, hereby files this application for a Certificate of Public Convenience and Necessity (“CPCN”) in order to provide resold competitive local exchange and non-dominant interexchange services (“Application”).

5LINX requests authority to operate as a reseller of competitive local exchange (“CLC”) services in the territories currently served by AT&T California (“AT&T”), Verizon California, Inc. (“Verizon”), SureWest Telephone (“SureWest”), and Citizens Telephone Company (“Citizens”), and as a non-dominant interexchange carrier (“NDIEC”) in the entire State of California. Pursuant to Articles 2 and 3 of the Commission’s Rules of Practice and Procedure, 5LINX submits the following information in support of its Application:

1. Name of Applicant [Rule 2.1(a)]

Applicant’s legal name is 5LINX Enterprises, Inc. Applicant is a Delaware corporation with its principal place of business at 275 Kenneth Drive, Suite 100, Rochester, New York 14623.

2. Correspondence or Communications [Rule 2.1(b)]

Correspondence or other communications regarding this Application should be addressed to counsel for 5LINX:

Anita Taff-Rice
1547 Palos Verdes #298
Walnut Creek, CA 94597
Phone: (415) 699-7885
Fax: (925) 274-0988
Email: anitataffrice@earthlink.net

With copies to:

Leon Nowalsky, Esq.
Nowalsky, Bronston & Gothard, APLLC
1420 Veterans Blvd.
Metairie, LA 70005
Phone: (504) 832-1984
Fax: (504) 831-0892
Email: lnowalsky@nbglaw.com

Notices, orders and other papers may be served upon these persons, and such service shall be deemed to be service upon the Applicant.

3. Description of the Service to be Provided [Rule 3.1(e)]

5LINX seeks authority to provide resold CLC services to business customers in the service territories of AT&T, Verizon, SureWest and Citizens, as well as resold NDIEC services to such customers throughout the State of California. The Applicant's services will consists of basic interexchange, and basic and optional local exchange services available for resale from the incumbent local exchange carrier.

4. Articles of Incorporation and Certificate of Qualification [Rule 2.2]

5LINX's Certificate of Incorporation was filed and duly certified by the Secretary of State of Delaware on June 17, 2006, and restated on August 16, 2006. A copy of this document and of 5LINX's Certificate of Qualification to transact intrastate business in California, issued by the Secretary of State of California on August 17, 2010 are attached hereto as **Exhibit B**.

5. Description of Proposed Construction [Rule 3.1(a)]

5LINX will not construct any facilities and will not extend any existing facilities within California to provide the resold CLC and NDIEC services proposed herein. Instead, the Applicant will provide resold CLC and NDIEC services utilizing the facilities and services furnished by other authorized carriers such as incumbent local exchange carriers.

6. California Environmental Quality Act (CEQA) Compliance [Rule 2.4]

The Applicant intends to provide service as a reseller of CLC and NDIEC services using the existing facilities and services furnished by other authorized carriers, such as incumbent local exchange carriers. Therefore, it can be seen with certainty that the granting of this Application will not have an adverse effect on the environment. Pursuant to Rule 2.4(b) of the Commission's Rules of Practice and Procedure, a copy of the Proponent's Environmental Assessment is provided as **Exhibit C**.

7. Names of Competitors and Names of Counties [Rule 3.1(b)]

5LINX will provide competitive local service in competition with those other carriers authorized by this Commission to provide similar services. 5LINX notes that pursuant to D.97-06-107, issued in Commission Proceeding R.94-02-003/I.94-02-004, CLCs no longer are required to comply with Rule 3.1(b) (formerly Rule 18 (b) and General Order 96-a, subsections (G)(1) and (2)). Thus, 5LINX has not mailed its application to all potential competitors and counties. 5LINX will, however, provide a copy of its application upon request to potential competitors and counties.

8. Areas of Service [Rule 3.1(c)]

5LINX seeks authority to provide its services in those exchanges where the Commission has authorized local competition. At present, CLC service may be provided in the geographic areas of California served by AT&T, Verizon, Citizens and SureWest. In addition, 5LINX seeks non-dominant

interexchange authority on a statewide basis. Attached as **Exhibit D** is a map of the service areas where 5LINX will provide service.

9. Identification of Required Franchise and Health and Safety Permits [Rule 3.1(d)]

Any necessary health and safety permits required for 5LINX to operate as a reseller of CLC and NDIEC services will be obtained from the appropriate city or county agencies. As a Commission certified public utility, no municipal franchises are necessary (see Public Utilities Code Section 7901.)

10. Facts Showing Public Convenience and Necessity [Rule 3.1(e)]

The Commission has previously determined that the public convenience and necessity require that competition be allowed in the provision of competitive local exchange service, F.95-04-043/I.95-04-044. Applicant asserts that this application will serve the public interest because Applicant's provision of CLC and NDIEC services will result in greater variety of telecommunications services and products in the telecommunications market. Consumers benefit from increased competition including greater customer choice for efficient, innovative, and technologically advanced telecommunications services, and competitive prices in California.

11. Estimated Cost of Construction, Annual Fixed and Operating Costs and Economic Feasibility [Rule 3.1(f)]

Applicant intends to operate using services acquired from other authorized carriers, and has no current plans to construct any facilities of its own. Applicant expects to fund its acquisition of facilities and services through revenue generated by current and ongoing operations.

12. Financial Statements and the Ability to Finance [Rules 3.1(g) and 2.3]

5LINX is financially qualified to offer the telecommunications services for which authority is sought in the Application. Attached as **Confidential Exhibit G** is a copy of 5LINX's 2009 audited

financial statements, and unaudited balance sheet, income statement, and cash flows for Jan-Jun 2010. Because Confidential Exhibit G contains highly proprietary and competitively sensitive information, 5LINX requests confidential treatment of Confidential Exhibit G in a Motion for Leave to File Confidential Materials Under Seal (“Motion”) filed concurrently with this Application.

5LINX does not yet have agreements with other carriers to purchase services for resell, and it anticipates that the requirement for a deposit (if any) will be negotiated as part of such agreements. However, based on its general understanding of resale agreements, 5LINX believes that a no deposit will be required, but if a deposit is required, it would be no more than \$5,000 per ILEC. 5LINX has on hand unencumbered funds to pay that amount as a deposit to each of the four ILECs in California in addition to the required minimum of \$25,000 in unencumbered funds for resale authority. If in the future, 5LINX pursues the purchase of services that require deposits or that require deposits in amounts greater than identified herein, it will notify the Commission and promptly comply with any regulatory requirements.

Thus, 5LINX fully meets the financial qualifications set forth in the Initial Rules for Competitive Local Exchange Carriers issued in D.95-07-054 and D.96-02-072 and Rule 3.1(g) of the Rules.

13. Proposed Rates [Rule 3.1(b)]

5LINX will offer its service on a non-discriminatory basis pursuant to tariffs as well as individual case basis (“ICB”) contracts. A draft of 5LINX’s proposed tariffs, which describes its services, rates and terms and conditions for its CLC and NDIEC services, are attached hereto as **Exhibit E**. 5LINX will submit a final tariff with final rates upon grant of the authority it seeks.

14. General Order 104-A Statement

5LINX is not a publicly traded company, and has no proxy statements, 10-Ks or annual reports to provide. Further, 5LINX states that none of its officers, directors, or stockholders, whether record or beneficial owners of stock, have a material financial interest (as that term is defined in Section 2 of G.O.

104-A) in any transaction involving the purchase of materials or equipment, or the contracting, arranging or paying for construction, maintenance, or service for or on behalf of Applicant.

15. Expected Customer Base [Rule 3.1(j)]

5LINX's estimate of its customers for the first and fifth year is contained in **Confidential Exhibit H**, which contains highly proprietary and competitively sensitive information. Therefore, 5LINX also requests confidential treatment of Confidential Exhibit H in its Motion filed concurrently with this Application.

16. Managerial and Technical Competence

5LINX has the managerial and technical qualifications necessary to provide the proposed services in its service territory. Attached as **Exhibit F** are the biographies of 5LINX's key technical personnel and management team. These biographies reflect that 5LINX possesses significant managerial and technical expertise for operating a telecommunications company, consistent with the Commission's requirements. To the best of applicant's knowledge, neither applicant, any affiliate, officer, director, partner, nor owner of more than 10% of applicant, or any person acting in such capacity whether or not formally appointed, has been sanctioned by the Federal Communications Commission or any state regulatory agency for failure to comply with any regulatory statute, rule or order. The verification of this statement from 5LINX's CEO is provided as the last page of this Application.

17. Demonstration of Compliance with Commission Rules

Attached as **Exhibit A** to this Application is a schedule listing 5LINX's compliance with the requirements of the Commission's Rules governing issuance of CPCNs.

18. SB 960 Compliance – Scoping Memorandum Information [Rule 2.1(c)]

In accordance with the Commission's Rules, 5LINX provides the following information:

1. Proposed Category: This Application should be categorized as rate setting in accordance with Rule 7.1(e)(2) as it does not clearly fit into the categories defined in Rules 1.3 (a), (d), or (e).

2. Need for hearing: No hearings are necessary to address the matters in this Application as it is non-controversial and does not raise any material issues of fact.

3. Issues to be Considered: Whether 5LINX is qualified to provide resold competitive local exchange and interexchange services in California.

4. Proposed Schedule: 5LINX proposes the following schedule:

Application filed: August 25, 2010

Protests due: 30 days after appearance of Application on Commission Daily Calendar

Final Decision Adopted: 60 days after submission

CONCLUSION

WHEREFORE, 5LINX respectfully requests that the Commission enter an Order granting this Application, thereby conferring on 5LINX authority to provide resold CLC and NDIEC services in the State of California.

Signed and Dated: August 25, 2010 at Walnut Creek, CA

Respectfully submitted,

By: /s/Anita Taff-Rice_____

1547 Palos Verdes #298
Walnut Creek, CA 94597
Phone: (415) 699-7885
Fax: (925) 274-0988
Email: anitataffrice@earthlink.net

Counsel for 5LINX Enterprises, Inc.

CALIFORNIA PUBLIC UTILITIES COMMISSION

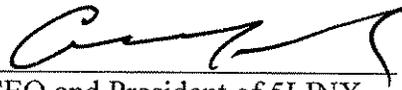
APPLICATION NO. _____

VERIFICATION

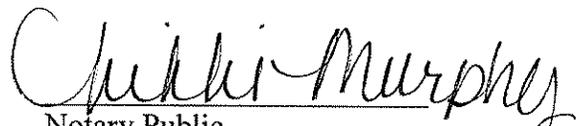
To the best of Applicant's knowledge, neither Applicant, any affiliate, officer, director, partner, nor owner of more than 10% of Applicant, or any person acting in such capacity whether or not formally appointed, has been sanctioned by the Federal Communications Commission or any state regulatory agency for failure to comply with any regulatory statute, rule or order, except as follows:

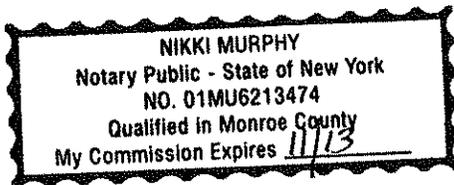
No affiliate, officer, director, partner, or person owning more than 10% of Applicant, or anyone acting in such a capacity whether or not formally appointment, held one of these positions with an IEC that filed for bankruptcy, or has been found either criminally or civilly liable by a court of appropriate jurisdiction for a violation of Section 17000 et seq. of the California Business and Professions Code, or for any actions which involved misrepresentations to consumers, and to the best of Applicant's knowledge, is not currently under investigation for similar violations.

I, Craig Jerabeck, am the CEO and President of the Applicant herein, and I am authorized to make this verification on its behalf. The statements made herein are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury that the foregoing is true and correct.


CEO and President of 5LINX

The foregoing instrument was acknowledged before me this 11th day of August, 2010.


Notary Public



Scoping Memo Information for Applications

A. Category (Check the category that is most appropriate)

Adjudicatory – “Adjudicatory” proceedings are: (1) enforcement investigations into possible violations of any provisions of statutory law or order or rule of the Commission; and (2) complaints against regulated entities, including those complaints that challenge the accuracy of a bill, but excluding those complaints that challenge the reasonableness of rates or charges, past, present, or future.

X Ratesetting – “Ratesetting” proceedings are proceedings in which the Commission set or investigates rates for a specifically named utility (or utilities), or establishes a mechanism that in turn sets the rates for a specifically named utility (or utilities). “Ratesetting” proceedings include complaints that challenge the reasonableness of rates or charges, past, present, or future. Other proceedings may also be categorized as ratesetting when they do not clearly fit into one category.

Quasi-legislative – “Quasi-legislative” proceedings are proceedings that establish policy or rules (including generic ratemaking policy or rules) affecting a class of regulated entities, including those proceedings in which the Commission investigates rates or practices for an entire regulated industry or class of entities within the industry.

B. Are hearings necessary? Yes _____ No X _____

If yes, identify the material disputed factual issues on which hearings should be held, and the general nature of the evidence to be introduced.

Are public witness hearings necessary?

Yes _____ No X _____

C. Issues – List here the specific issues that need to be addressed in the proceeding.

Application for certificate to provide resold competitive local exchange and non-dominant interexchange services.

D. Schedule (Even if you checked “No” in B above). Should the Commission decide to hold hearings, indicate here the proposed schedule for completing the proceedings within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting or quasi-legislative).

The schedule should indicate proposed dates for the following events as needed:

<u>August 31</u>	Prehearing conference
<u>September 30</u>	Hearings
<u>October 21</u>	Briefs due
<u>October 28</u>	Submission
<u>January 28, 2011</u>	Proposed decision (90 days after submission)
<u>March 28, 2011</u>	Final decision (60 days after proposed decision is mailed)

EXHIBIT A

(Compliance Checklist)

Demonstration of Compliance with Commission Rules

CPUC RULE	REQUIREMENT	APPLICATION REFERENCE
2.1(a)	Name of Applicant	Section 1
2.1(b)	Correspondence or Communications	Section 2
2.1(c)	SB 960 Compliance – Scoping Memorandum Information	Section 18
2.2	Articles of Incorporation and Certificate of Qualification	Section 4; Exhibit A
2.4	California Environmental Quality Act (CEQA) Compliance	Section 6, Exhibit B
3.1(a)	Description of Proposed Construction	Section 5
3.1(b)	Names of Competitors and Names of Counties	Section 7
3.1(c)	Area of Service (Maps)	Section 8; Exhibit C
3.1(d)	Identification of Required Franchise and Health And Safety Permits	Section 9
3.1(e)	Facts Showing Public Convenience and Necessity	Section 10
3.1(f)	Estimated Cost of Construction, Annual Fixed And Operating Costs and Economic Feasibility	Section 11
3.1(g) and 2.3	Financial Statements and the Ability to Finance	Section 12, Exhibit D [Confidential]
3.1(h)	Proposed Rates	Section 13; Exhibit E
3.1(i)	General Order 104-A Statement	Section 14
3.1(j)	Expected Customer Base	Section 15; Exhibit F
	Managerial and Technical Competence	Section 16; Exhibit G
	Demonstration of Compliance with Commission Rules	Section 17; Exhibit H

EXHIBIT B

(Articles of Incorporation and Certificate of Good Standing)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CORRECTION OF "5LINK ENTERPRISES, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF AUGUST, A.D. 2006, AT 3:51 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



4154593 8100

060772038

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4983245

DATE: 08-18-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:14 PM 08/17/2006
FILED 03:51 PM 08/17/2006
RV 060772038 - 4154593 FILE

CERTIFICATE OF CORRECTION OF
RESTATED CERTIFICATE OF INCORPORATION
OF
5LINX ENTERPRISES, INC.

5LINX ENTERPRISES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. The name of the corporation is 5LINX ENTERPRISES, INC.
2. That a Restated Certificate of Incorporation was filed by the Secretary of State of Delaware on June 23, 2006, and that said Restated Certificate requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.
3. The first inaccuracy or defect of said Restated Certificate is that there is a typographical error in the paragraph numbering in Paragraph 4.B.(4)(a) which left out the paragraph numbering for Paragraph 4.B.(4)(b). Said Paragraphs are corrected to read as follows:

(4) Conversion. The holders of Series A Preferred Stock shall have conversion rights as follows:

(a) Conversion upon Election of Holders. Notwithstanding anything to the contrary set forth in this Certificate of Incorporation, at any time, any holder of shares of Series A Preferred Stock shall be entitled, by written notice to the Corporation, to cause any or all of the outstanding shares of Series A Preferred Stock held by such holder to be automatically converted into the number of shares of Common Stock which results from multiplying (A) the number of outstanding shares of Series A Preferred Stock held by such holder by (B) the quotient obtained by dividing the applicable Series A Original Issue Price, by the Series A Conversion Price (as defined below) in effect at the time of conversion (provided, that, if a holder of Series A Preferred Stock holds shares of Series A Preferred Stock with different Series A Original Issue Prices, because such shares were purchased at different prices, then the above referenced calculation shall be performed separately for each such shares and the results shall be aggregated). The "*Series A Conversion Price*" shall be \$1.1791 subject to adjustment, from time to time, as provided in paragraph 4(B)(4)(f). Subject to paragraph 4(B)(4)(a)(iii), if shares of Series A Preferred Stock are to be converted under paragraph 4(B)(4)(a)(i) at a time when there are accrued but unpaid Series A Cumulative Dividends and/or other declared and unpaid dividends on shares of Series A Preferred Stock, the Corporation shall issue, simultaneously with such conversion under paragraph 4(B)(4)(a)(i), to each holder of Series A Preferred Stock, in respect of each share of Series A Preferred Stock then held, the number of shares of Common Stock which results from dividing (y) the value of all accrued but unpaid Series A Cumulative Dividends and other declared and unpaid dividends on each such share of Series A Preferred Stock, by (z) the Series A Original Issue Price of each such share of Series A Preferred Stock. Notwithstanding anything to the contrary set forth in this Certificate of Incorporation,

holders of Series A Preferred Stock shall not be entitled to receive additional shares of Common Stock under paragraph 4(B)(4)(a)(ii) and 4(B)(4)(b)(ii) in respect of all shares of Series A Preferred Stock specified in a conversion notice delivered by any such holders during a Qualified IPO Period; provided, however, that this limitation shall only apply, if applicable, to the first two (2) Qualified IPO Periods. A “*Qualified IPO Period*” means the period commencing upon the Corporation and a nationally or regionally recognized managing underwriter(s) executing and delivering a definitive agreement, pursuant to which, such underwriter agrees to underwrite a Qualified IPO on behalf of the Corporation (the “*Underwriting Agreement*”), and ending upon the earlier of (i) the consummation the Qualified IPO, (ii) such underwriter or the Corporation determining not to consummate the Qualified IPO, or (iii) one-hundred twenty (120) days after the execution and delivery of Underwriting Agreement.

(b) **Automatic Conversion of Series A Preferred Stock.**

(i) Each share of Series A Preferred Stock shall, upon an Automatic Conversion Event, be automatically converted into the number of shares of Common Stock which results from multiplying (A) the number of outstanding shares of Series A Preferred Stock held by such holder by, (B) the quotient obtained by dividing the applicable Series A Original Issue Price, by the then applicable Series A Conversion Price in effect at the time of conversion (provided, that, if a holder of Series A Preferred Stock holds shares of Series A Preferred Stock with different Series A Original Issue Prices, because such shares were purchased at different prices, then the above referenced calculation shall be performed separately for each such shares and the results shall be aggregated).

(ii) Subject to paragraph 4(B)(4)(a)(iii), if shares of Series A Preferred Stock are to be converted under paragraph 4(B)(4)(b)(i) upon an Automatic Conversion Vote (as defined below) at a time when there are any accrued but unpaid Series A Cumulative Dividends and/or other declared and unpaid dividends on shares of Series A Preferred Stock, the Corporation shall issue, simultaneously with such conversion under paragraph 4(B)(4)(b)(i), to each holder of Series A Preferred Stock, in respect of each share of Series A Preferred Stock then held, the number of shares of Common Stock which results from dividing (Y) the value of all accrued but unpaid Series A Cumulative Dividends and other declared and unpaid dividends on each such share of Series A Preferred Stock, by (Z) the Series A Original Issue Price of each such share of Series A Preferred Stock.

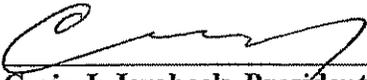
(iii) If shares of Series A Preferred Stock are to be converted under paragraph 4(B)(4)(b)(i) upon a Qualified Transaction, holders of shares of Series A Preferred Stock converted into shares of Common Stock under paragraph 4(B)(4)(b)(i) shall, in addition to the shares of Common Stock, also receive from the Corporation simultaneously with such conversion, for each share of Series A Preferred Stock held by them, a payment equal to the applicable Series A Original Issue Price plus, if shares of Series A Preferred Stock are converted at a time when there are any accrued but unpaid Series A Cumulative Dividends and/or other declared and unpaid dividends on shares of

Series A Preferred Stock, a payment equal to all accrued but unpaid Series A Cumulative Dividends and other declared and unpaid dividends on shares of Series A Preferred Stock.

(iv) If shares of Series A Preferred Stock are to be converted under paragraph 4(B)(4)(b)(i) upon the successful completion of a Qualified IPO, holders of Series A Preferred Stock shall not be entitled to receive, and the Corporation shall not be obligated to issue, any additional shares of Series A Preferred Stock to holders of Series A Preferred Stock or to otherwise make any payment to holders of Series A Preferred Stock in respect of any accrued but unpaid Series A Cumulative Dividends; provided, however, that upon the successful completion of a Qualified IPO, holders of Series A Preferred Stock shall be entitled to receive, and the Corporation shall pay upon such conversion, all other declared and unpaid dividends on shares of Series A Preferred Stock.

(v) An "*Automatic Conversion Event*" shall include (A) the successful completion of a Qualified IPO, (B) written notice to the Corporation setting forth that the holders of at least 75% of the then outstanding shares of Series A Preferred Stock have voted to convert the shares of Series A Preferred Stock held by the holders of Series A Preferred Stock into shares of Common Stock (an "*Automatic Conversion Vote*"), and (C) the completion of any merger, consolidation, sale, lease, transfer or other transaction pursuant to which the holders of Series A Preferred Stock would be entitled to receive a price per share of Series A Preferred Stock equivalent to at least four (4) times the applicable Series A Conversion Price (a "*Qualified Transaction*"), as agreed to by holders of a majority of the Series A Preferred Stock and the Corporation. If the holders of a majority of the Series A Preferred Stock and the Corporation are unable to agree that the holders of Series A Preferred Stock would be entitled to receive a price per share of Series A Preferred Stock equivalent to at least four (4) times the applicable Series A Conversion Price in connection with such transaction within thirty (30) days after the Corporation delivers written notice to the holders of Series A Preferred Stock setting forth all of the material terms of such transaction, then an independent appraiser/investment bank mutually agreed to by the Corporation and holders of a majority of the Series A Preferred Stock shall, within such thirty (30) day period, make such determination and deliver a written statement setting forth such determination to the Corporation and holders of a majority of the Series A Preferred Stock being converted. If the Corporation and a majority of the holders of the Series A Preferred Stock are unable to agree upon the independent appraiser/investment bank within such thirty (30) day period, then such parties shall each choose an independent appraiser/investment bank, and the independent appraisers/investment banks so chosen shall immediately agree on a third independent appraiser/investment bank that shall, within twenty (20) business days of being chosen, determine whether the holders of Series A Preferred Stock would be entitled to receive a price per share of Series A Preferred Stock the equivalent to at least four (4) times the applicable Series A Conversion Price in connection with such transaction and deliver a written statement setting forth such determination to the Corporation and holders of a majority of the Series A Preferred Stock being converted, which shall be final and binding on the parties. The expense of the determination shall be borne equally by the Corporation, on the one hand, and the holders of Series A Preferred Stock being converted, on the other hand.

Certified to be a true and correct copy of
the By-laws of the Corporation, adopted
by the Corporation on June 23, 2006.



Craig J. Jerabeck, President

5LINX ENTERPRISES, INC.
(a Delaware corporation)

BY-LAWS

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of 5Linx Enterprises, Inc. (the "*Corporation*") shall be in the City of Dover, County of Kent, State of Delaware, or such other place as the Board of Directors of the Corporation (the "*Board of Directors*") may from time to time determine.

Section 1.2 Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors of the Corporation (the "*Board of Directors*") may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 General. All meetings of the stockholders for the election of directors shall be held in the County of Monroe, State of New York, at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of New York as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of New York, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a) of the Delaware General Corporation Law (the "*DGCL*"). If so authorized, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication, participate in a meeting of stockholders and be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (a) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (b) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders

a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.2 Annual Meetings. Annual meetings of stockholders, commencing with the year 2006 shall be held at such time and at such place as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, but in no event later than the date that is thirteen (13) months from the date of the last annual stockholders meeting or, if no such meeting has been held, the date of incorporation, at which meeting the stockholders shall elect, by a plurality vote, the Board of Directors, and transact such other business as may properly be brought before the meeting, all in accordance with the provisions of the Corporation's Restated Certificate of Incorporation, as may be amended from time to time (the "*Certificate of Incorporation*").

Section 2.3 Notice of Annual Meetings. Written notice of the annual meeting stating the place if any, date and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 2.4 Stockholder List. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, upon written request, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting at the election of the Corporation: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 2.5 Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prohibited by law or by the Certificate of Incorporation, may be called by the President and shall be called by the President or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Unless otherwise prescribed by law, special meetings called by request of stockholders shall be held at the offices of the Corporation on such reasonable date and at such reasonable time as the

President shall fix, which date shall be not less than fifteen (15) nor more than ninety (90) days from the date of receipt of the request.

Section 2.6 Notice of Special Meetings. Written notice of a special meeting stating the place if any, date and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and the purpose or purposes for which the meeting is called, shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 2.7 Notice of Stockholder Business. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.8 Quorum; Adjournment. The holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. Where a separate vote of a class or series of the capital stock is required, a majority of such class or series shall constitute a quorum entitled to take such action with respect to that vote on that matter.

Section 2.9 Voting; Proxies. When a quorum is present at any meeting, the vote of the holders of a majority of the capital stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of law or of the Certificate of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless otherwise provided in the Certificate of Incorporation or by law, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three (3) years from its date, unless the proxy provides for a longer period.

Section 2.10 Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation or by law, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Stockholders may, unless the Certificate of Incorporation otherwise

provides, act by written consent to elect directors; provided, however, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes herein, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine (a) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder, and (b) the date on which such stockholder or proxyholder or authorized persons or persons transmitted such telegram, cablegram or other electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered in accordance with Section 228 of the DGCL, to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all such purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

ARTICLE III **BOARD OF DIRECTORS**

Section 3.1 *Number.* Except as set forth in the Certificate of Incorporation: (a) the number of directors which shall constitute the whole Board of Directors shall be five (5); and (b) except as provided in the Certificate of Incorporation and Section 3.2, the directors shall be elected at the annual meeting of the stockholders and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3.2 *Election of Directors and Term of Office.* Except as otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by law or the Certificate of Incorporation. Except as otherwise provided in the Certificate of Incorporation, if, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board of Directors (as constituted immediately prior to any such increase), the Delaware Court of Chancery may, upon application of any stockholder or stockholders holding at least 10% of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3.3 General Powers. The business of the Corporation shall be managed by and under the direction of its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things that are not directed or required to be exercised, done, or consented to by (a) the stockholders by law, by the Certificate of Incorporation, or by these By-Laws, or (b) the Series A Director (as defined in the Certificate of Incorporation) by the Certificate of Incorporation or by these By-Laws.

Section 3.4 Location of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of New York.

Section 3.5 First Meetings. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and notice of such meeting shall be delivered to all directors in accordance with these By-Laws. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 3.6 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the full Board of Directors.

Section 3.7 Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days notice to each director, either personally or by electronic mail and facsimile communication; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors unless the Board of Directors consists of only one director; in which case special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of the sole director.

Section 3.8 Quorum; Adjournment. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, provided, however, that so long as any shares of the Series A Preferred Stock of the Corporation are outstanding, the presence of the Series A Director (as defined in the Certificate of Incorporation) will be necessary to constitute a quorum, and, provided, further, that 80% of the Board of Directors shall constitute a quorum at all meetings of the Board of Directors at which the Board of Directors shall determine whether to terminate a Founder Agreement (as defined below) without "cause" pursuant to Sections 6.B(a) of the applicable Founder Agreement or for cause pursuant to Sections 6.B(a)(i) or 6.B(a)(iv) of the applicable Founder Agreement. The act of a majority of the directors present at any meeting at which quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Certificate of Incorporation, by these By-Laws, or by the terms and conditions of the employment agreements between the Corporation and each of Craig Jerabeck, Jeb Tyler and Jason Guck (together, the "*Founder Agreements*"). If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.9 Action Without a Meeting. Unless otherwise restricted by the Certificate of

Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of directors or committee, as the case may be, consent thereto in writing or electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10 Action by Telephonic Communications. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11 Compensation. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, the Board of Directors, acting by unanimous vote, shall have the authority to (a) fix the compensation of directors, if any, (b) authorize the payment by the Corporation of a director's expenses, if any, incurred to attend a meeting of the Board of Directors, (c) pay a director a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as a director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 3.12 Removal of Directors. Unless otherwise restricted by the Certificate of Incorporation, these By-laws or by law, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV. COMMITTEES

Section 4.1 How Constituted. Subject to requirements of the Certificate of Incorporation, the Board of Directors may designate one or more committees, including an audit committee and compensation committee, each committee to consist of such number of directors as from time to time may be fixed by the Board of Directors. Such committee or committees shall have such name or names as may be determined from time to time by resolutions adopted by the Board of Directors. Subject to requirements of the Certificate of Incorporation, the Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Subject to requirements of the Certificate of Incorporation, members (and alternate members, if any) of each committee may be designated at the annual meeting of the Board of Directors. Subject to requirements of the Certificate of Incorporation, any such committee may be abolished or redesignated from time to time by the Board of Directors. Subject to requirements of the Certificate of Incorporation, each member (and each alternate member, if any) of each committee (whether designated at an annual meeting of the Board of Directors or to fill a vacancy or otherwise) shall hold office until such director's successor shall have been designated or until such director shall cease to be a director, or until the earlier to occur of such director's death, resignation or removal.

Section 4.2 Powers. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors set forth in Section 3.3, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority take any action directed or required to be exercised, done, or consented to by (a) the stockholders by law, by the Certificate of Incorporation, or by these By-Laws, or (b) the Series A Director (as defined in the Certificate of Incorporation) by the Certificate of Incorporation or by these By-Laws, or (c) the members of the Board of Directors in accordance with the Founder Agreements, including without limitation the termination of a Founder Agreement.

Section 4.3 Subcommittees. Subject to requirements of the Certificate of Incorporation, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

Section 4.4 Proceedings. Each such committee and subcommittee may fix its own rules of procedure and may meet at such place (within or without the State of New York), at such time and upon such notice, if any, as it shall determine from time to time, to the extent such rules of procedures are consistent with these By-Laws and the Certificate of Incorporation. Each such committee and subcommittee shall keep minutes of its proceedings and shall report such proceedings to the Board of Directors at the meeting of the Board of Directors next following any such proceedings.

Section 4.5 Quorum and Manner of Acting. Except as may be otherwise provided in the resolution creating such committee, at all meetings of any committee the presence of members (or alternate members) constituting a majority of the total authorized membership of such committee shall constitute a quorum for the transaction of business, provided, however, that so long as any shares of the Series A Preferred Stock of the Corporation are outstanding, the presence of the Series A Director will be necessary to constitute a quorum. Subject to the provisions of the Founder Agreements and the Certificate of Incorporation, the act of the majority of the members present at any meeting at which a quorum is present shall be the act of such committee. Any action required or permitted to be taken at any meeting of any such committee may be taken without a meeting, if all members of such committee shall consent to such action in writing and such writing or writings are filed with the minutes of the proceedings of the committee. The members of any such committee shall act only as a committee, and the individual members of such committee shall have no power as such.

Section 4.6 Action by Telephonic Communications. Members of any committee designated by the Board of Directors may participate in a meeting of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute present in person at such meeting.

Section 4.7 Resignations. Any member (and any alternate member) of any committee may resign at any time by delivering a written notice of resignation, signed by such member, to the Chairman of the committee or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 4.8 Removal. Any member (and any alternate member) of any committee, other

than a member who is a Series A Director, may be removed at any time, either for or without cause, by resolution adopted by a majority of the whole Board of Directors.

Section 4.9 Vacancies. Subject to the provisions of the Certificate of Incorporation, if any vacancy shall occur in any committee, by reason of disqualification, death, resignation, removal or otherwise, the remaining members (and any alternate members) shall continue to act, and any such vacancy may be filled by a majority of the whole Board of Directors.

ARTICLE V OFFICERS

Section 5.1 Executive Officers. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Vice-Presidents, a Secretary and a Treasurer. The Board of Directors may also choose additional Vice-Presidents, and one or more assistant secretaries and assistant Treasurers. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-Laws otherwise provide.

Section 5.2 Election. The Board of Directors before or at the first meeting and then at each annual meeting of stockholders, or at such other times as the Board of Directors shall determine, shall choose a Chairman of the Board of Directors, President, one or more Vice-Presidents, a Secretary and a Treasurer. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-Laws otherwise provide. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 5.3 Salaries. Subject to the provisions of the Certificate of Incorporation and the Founder Agreements, the salaries and employment terms of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5.4 Removal and Resignation; Vacancies. Subject to the terms and conditions of the Founder Agreements, any officer may be removed for or without cause at any time by the Board of Directors. Any officer may resign at any time by delivering a written notice of resignation, signed by such officer, to the Board of Directors, the Chairman or the President. Unless otherwise specified therein, such resignation shall take effect upon delivery. Subject to the provisions of the Certificate of Incorporation, any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by the Board of Directors.

Section 5.5 Authority and Duties of Officers. Subject to the provisions of the Certificate of Incorporation, the officers of the Corporation shall have such authority and shall exercise such powers and perform such duties as may be specified in these By-Laws, any employment agreement between the Corporation and such officer, and as may be required by law.

Section 5.6 The Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at all meetings of the directors at which the Chairman is present and shall have such other duties as may from time to time be delegated to him by the Board of Directors.

Section 5.7 The President. The President shall, subject to the provisions of the Certificate of Incorporation and these By-Laws and to the control of the Board of Directors, have general supervision, direction and control of the business and affairs of the Corporation. The President shall preside at all meetings of the stockholders and, in the absence of the Chairman of the Board of Directors, at all meetings of the Board of Directors.

Section 5.8 Vice Presidents. In the absence or disability of the President, the Vice President most senior in the order of his or her rank and seniority shall perform all of the duties of the President, and when so acting has all the powers of and is subject to all the restrictions upon the President, including the power to take all actions which the President is authorized to perform under Section 5.7. Subject to the provisions of the Certificate of Incorporation and these By-Laws and to the control of the Board of Directors, the various ranks of Vice Presidents shall have the general powers and duties usually vested in the office of a vice President of a corporation and such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, the President, and these By-Laws.

Section 5.9 The Secretary. The Secretary shall, subject to the provisions of the Certificate of Incorporation and these By-Laws and to the control of the Board of Directors, have the following powers and duties:

(a) The Secretary shall keep or cause to be kept a record of all the proceedings of the meetings of the stockholders and of the Board of Directors in books provided for that purpose.

(b) The Secretary shall cause all notices to be duly given in accordance with the provisions of these By-Laws, the Certificate of Incorporation, and as required by law.

(c) Whenever any committee shall be appointed pursuant to a resolution of the Board of Directors, the Secretary shall furnish a copy of such resolution to the members of such committee.

(d) The Secretary shall be the custodian of the records and of the seal of the Corporation and cause such seal (or a facsimile thereof) to be affixed to all certificates representing shares of the Corporation prior to the issuance thereof and to all instruments the execution of which on behalf of the Corporation under its seal shall have been duly authorized in accordance with these By-Laws, and when so affixed the Secretary may attest the same.

(e) The Secretary shall properly maintain and file all books, reports, statements, certificates and all other documents and records required by law, the Certificate of Incorporation and these By-Laws.

(f) The Secretary shall have charge of the stock books and ledgers of the Corporation and shall cause the stock and transfer books to be kept in such manner as to show at any time the number of shares of stock of the Corporation of each class issued and outstanding, the names (alphabetically arranged) and the addresses of the holders of record of such shares, the number of shares held by each holder and the date as of which each became such holder of record.

(g) The Secretary shall sign (unless the Treasurer, an Assistant Treasurer or

Assistant Secretary shall have signed) certificates representing shares of the Corporation, the issuance of which shall have been authorized by the Board of Directors.

(h) The Secretary shall perform, in general, all other duties incident to the office of Secretary and such other duties as may be specified in these By-Laws or as may be assigned to the Secretary from time to time by the Board of Directors and the President.

Section 5.10 *The Treasurer.* The Treasurer shall be the Chief Financial Officer of the Corporation and shall, subject to the provisions of the Certificate of Incorporation and these By-Laws and to the control of the Board of Directors, have the following powers and duties:

(a) The Treasurer shall have charge and supervision over and be responsible for the moneys, securities, receipts and disbursements of the Corporation, and shall keep or cause to be kept full and accurate records of all receipts of the Corporation.

(b) The Treasurer shall cause the moneys and other valuable effects of the Corporation to be deposited in the name and to the credit of the Corporation in such banks or trust companies or with such bankers or other depositories as shall be selected in accordance with these By-Laws or as determined by the Board of Directors.

(c) The Treasurer shall cause the moneys of the Corporation to be disbursed by checks or drafts (signed as provided in these By-Laws or as determined by the Board of Directors) upon the authorized depositories of the Corporation and cause to be taken and preserved proper vouchers for all moneys disbursed.

(d) The Treasurer shall render to the Board of Directors or the President, whenever requested, a statement of the financial condition of the Corporation and all of the Treasurer's transactions as Treasurer, and render a full financial report at the annual meeting of the stockholders, if called upon to do so.

(e) The Treasurer shall be empowered from time to time to require from all officers or agents of the Corporation reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation.

(f) The Treasurer may sign (unless an Assistant Treasurer or the Secretary or an Assistant Secretary shall have signed) certificates representing stock of the Corporation, the issuance of which shall have been authorized by the Board of Directors.

(g) The Treasurer shall perform, in general, all duties incident to the office of Treasurer and such other duties as may be specified in these By-Laws or as may be assigned to such Treasurer from time to time by the Board of Directors and the President.

Section 5.11 *Additional Officers.* The Board of Directors may appoint such other officers and agents as it may deem appropriate, and such other officers and agents shall hold their offices for such terms and shall exercise such powers and perform such duties, subject to the provisions of the Certificate of Incorporation and these By-Laws, as may be determined from time to time by the Board of Directors. The Board of Directors from time to time may, subject to the provisions of the Certificate of Incorporation and these By-Laws, delegate to any officer or agent the power to appoint subordinate officers or agents and to prescribe their respective rights,

terms of office, authorities and duties. Any such officer or agent may remove any such subordinate officer or agent appointed by such officer, for or without cause.

Section 5.12 Security. The Board of Directors may require any officer, agent or employee of the Corporation to provide security for the faithful performance of such person's duties, in such amount and of such character as may be determined from time to time by the Board of Directors.

ARTICLE VI **CAPITAL STOCK**

Section 6.1 Certificates of Stock. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until each certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock in the Corporation represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Corporation, by the Chairman of the Board of Directors, or the President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, representing the number of shares registered in certificate form. Such certificate shall be in such form as the Board of Directors may determine, to the extent consistent with applicable law, the Certificate of Incorporation and these By-Laws.

Section 6.2 Signatures; Facsimile. All of such signatures on the certificate may be a facsimile, engraved or printed, to the extent permitted by law. In case any officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 6.3 Lost, Stolen or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon delivery to the Board of Directors of an affidavit of the owner or owners of such certificate, setting forth such allegation. The Board of Directors may require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

Section 6.4 Transfer of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Within a reasonable time after the transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202 or 218(a) of the DGCL. Subject to the provisions of the Certificate of Incorporation and these By-Laws, the Board of Directors may prescribe such additional rules and regulations as it may deem appropriate relating

to the issue, transfer and registration of shares of the Corporation.

Section 6.5 Record Date. In order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors, and which shall not be more than sixty (60) or less than ten (10) days before the date of such meeting. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining the stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6.6 Registered Stockholders. Prior to due surrender of a certificate for registration of transfer, the Corporation may treat the registered owner as the person exclusively entitled to receive dividends and other distributions, to vote, to receive notice and otherwise to exercise all the rights and powers of the owner of the shares represented by such certificate and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interests. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer or uncertificated shares are requested to be transferred, both the transferor and the transferee request the Corporation to do so.

Section 6.7 Transfer Agent and Registrar. The Board of Directors may appoint one or more transfer agents and one or more registrars, and may require all certificates representing shares to bear the signature of any such transfer agents or registrars.

ARTICLE VII INDEMNIFICATION

Section 7.1 No Personal Liability. A director of the Corporation shall have no personal liability to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except (a) for any breach of a director's duty of loyalty to the Corporation or its stockholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; (c) under Section 174 of the DGCL as it may from time to time be amended or supplemented or any successor provision thereto; or (d) for any transaction from which a director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then by virtue of this paragraph the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended, or by decisional law.

Section 7.2 Indemnification. The Corporation shall indemnify to the fullest extent now or hereafter permitted by the DGCL as the same exists or may hereafter be amended, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, investigation, suit, or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, an action by or in the right of the Corporation), by reason of the fact that such person is or was a director and/or officer of the corporation, or is or was serving at the request of the Corporation as a director and/or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability, expenses (including reasonable attorneys' fees and disbursements), loss, judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred or suffered by such person in connection with such action, investigation, suit or proceeding (a) if the person to be indemnified acted in good faith and in a manner that such person reasonably believed to be in the best interest of the Corporation, (b) if, with respect to a criminal action or proceeding, the person to be indemnified had no reasonable cause to believe the person's conduct was unlawful, and (c) if such action, investigation, suit, or proceeding (or part thereof) was initiated by the person to be indemnified, only if such action, investigation, suit, or proceeding was authorized in advance by the Board of Directors. Such indemnification is not exclusive of any other right to indemnification provided by law or otherwise.

Section 7.3 Indemnification. Any repeal or modification of Section 7.1 and/or Section 7.2 shall not adversely affect any right or protection of any person thereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification.

Section 7.4 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director and/or officer of the Corporation, or is or was serving at the request of the Corporation as a director and/or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person or on such persons' behalf in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article, provided that such insurance is available on acceptable terms, which determination shall be made by a vote of a majority of the entire Board of Directors.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Dividends. Subject to any applicable provisions of law and the Certificate of Incorporation, dividends upon the shares of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors and any such dividend may be paid in cash, property, or shares of the Corporation's capital stock.

A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees or committees of the Board of Directors, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities and/or net profits of

the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

Section 8.2 Reserves. There may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors shall think conducive to the interest of the Corporation, and the Board of Directors may similarly modify or abolish any such reserve.

Section 8.3 Deposits. Any funds of the Corporation may be deposited from time to time in such banks, trust companies or other depositories as may be determined by the Board of Directors, the Chairman or the President or by such officers or agents as may be authorized by the Board of Directors, the Chairman or the President to make such determination.

Section 8.4 Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such agent or agents of the Corporation, and in such manner as the Board of Directors, the Chairman or the President may from time to time determine.

Section 8.5 Fiscal Year. The fiscal year of the Corporation shall commence on the first day of January of each year and shall terminate in each case on the last day of December.

Section 8.6 Seal. The seal of the Corporation shall be circular in form and shall contain the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "Delaware." The form of such seal shall be subject to alteration by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced, or may be used in any other lawful manner.

Section 8.7 Books and Records; Inspection. Except to the extent otherwise required by law, the books and records of the Corporation shall be kept at such place or places within or without the State of Delaware as may be determined from time to time by the Board of Directors.

ARTICLE IX AMENDMENTS

Section 9.1 Amendments. These By-Laws may only be altered, amended or repealed and new by-laws may only be adopted by the unanimous consent of the entire Board of Directors and in accordance with the Certificate of Incorporation, and any such alteration, amendment, repeal or adoption of new by-laws shall be consistent with the Certificate of Incorporation (and in the event of such inconsistency, the terms of the Certificate of Incorporation shall control).

Section 9.2 Certificate of Incorporation shall Control. In the event of an inconsistency between the terms of the Certificate of Incorporation and these Bylaws, the terms of the Certificate of Incorporation shall control.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

5LINX ENTERPRISES, INC.

FILE NUMBER: C3313231
REGISTRATION DATE: 08/17/2010
TYPE: FOREIGN CORPORATION
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of August 17, 2010.

Debra Bowen

DEBRA BOWEN
Secretary of State

EXHIBIT C

(Proponent's Environmental Assessment)

Proponent's Environmental Assessment

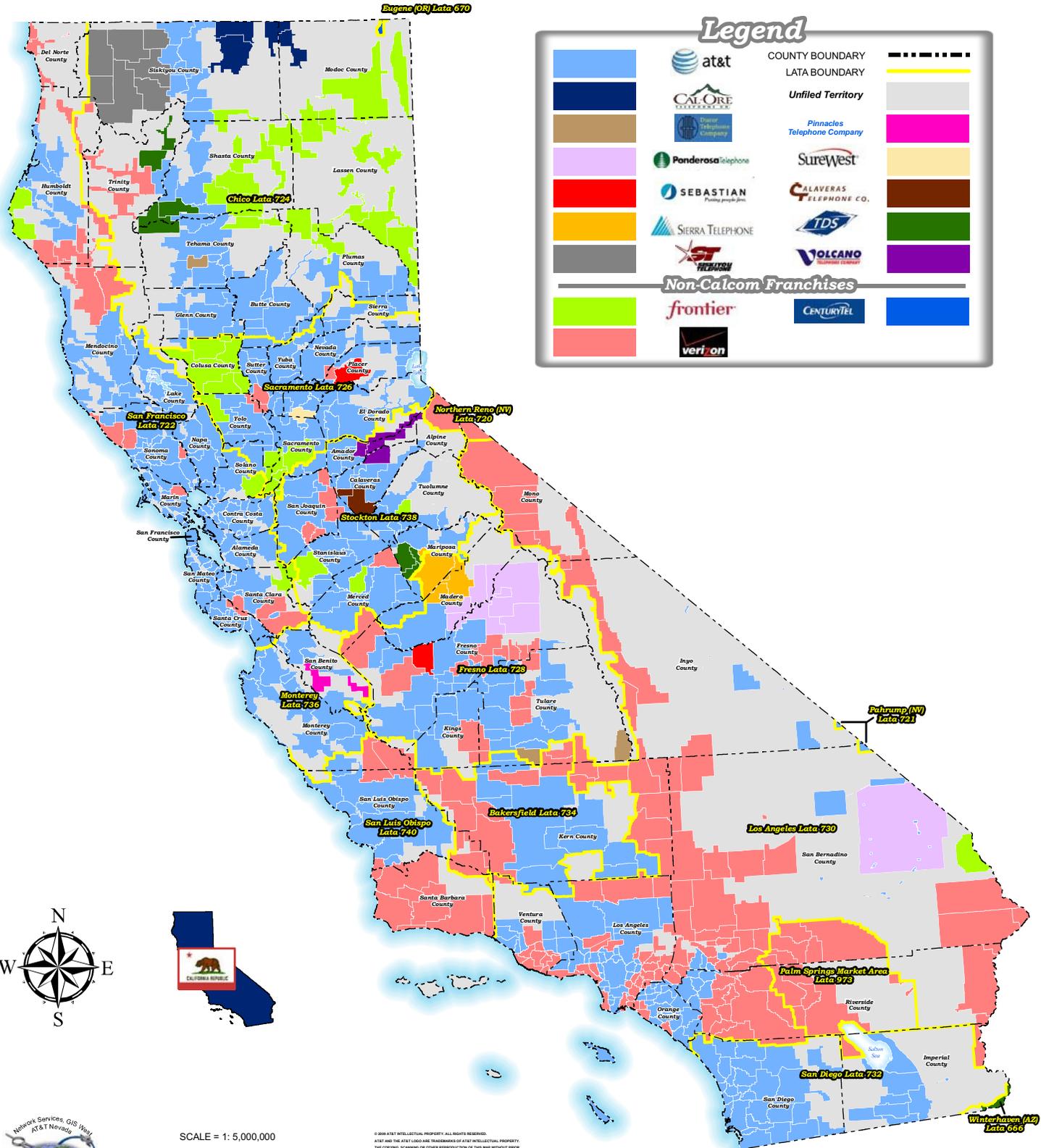
Pursuant to Rule 17.1(d)(1) of the Commission's Rules of Practice and Procedure, the Applicant respectfully submits this Proponent's Environmental Assessment ("PEA") in support of its Application for a Certificate of Public Convenience and Necessity ("Application") to offer resold CLC and NDIEC services in the State of California.

The Applicant seeks authority to operate as a reseller using only existing telecommunications facilities of incumbent local exchange carriers. Accordingly, there is no possibility that granting of the authority requested will have an adverse impact on the environment. The Applicant requests a "common sense" exception to CEQA since no construction, extension or expansion authority is requested at this time.

EXHIBIT D
(Service Area Map)



California Communications Association Telephone Exchange Areas



Legend

	at&t	COUNTY BOUNDARY	
	CAL ORE	LATA BOUNDARY	
	Dialer Telephone Company	Unfiled Territory	
	Ponderosa Telephone	Pinnacles Telephone Company	
	SEBASTIAN	SureWest	
	SIERRA TELEPHONE	CALAVERAS TELEPHONE CO.	
	ST	TDS	
Non-Calcom Franchises		VOLCANO	
	frontier	CENTURYTEL	
	verizon		



Network Services, GIS West
AT&T Nevada
GIS West
9390 Gateway Dr. Ste 250
Reno, NV 89521
(775) 851-6067

SCALE = 1: 5,000,000
0 20 40 80 Miles

Map Projection
NAD 83 UTM Zone 10 Transverse Mercator
Map Created 3/8/09

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FOR OR ON ACCOUNT OF ANY INACCURACY, LOSS, OR DAMAGE OF ANY KIND OR NATURE,
SUSTAINED BY, OR ANY LIABILITY INCURRED BY OR INCURRED BY ANY OTHER PERSON
OR ENTITY ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE USE
OF THIS MAP.



EXHIBIT E
(Tariffs)

5LINX Enterprises, Inc.
275 Kenneth Drive, Suite 100
Rochester, New York 14623

Schedule Cal. P.U.C. No. 1-T
Original Title Sheet

Interexchange Services Tariff

Tariff Schedule

Applicable to

California Intrastate InterLATA and IntraLATA Toll

Interexchange Telephone Communications

of

5LINX ENTERPRISES, INC.

U- _____ -C

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Decision No. _____

Issued By:
Craig Jerabeck
President

Effective: _____

Interexchange Services Tariff

TARIFF CHECKING SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original

* - indicates sheets revised in this filing.

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President

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Interexchange Services Tariff

TABLE OF CONTENTS

Subject Matter

Title Sheet	Title
Tariff Checking Sheet	1
Table of Contents	2
Preliminary Statement	3
Symbols used in this Tariff	3
Service Area Map	4
Applicability	5
Territory	5
Rates and Charges	6
Taxes and Surcharges	9

Rules

Rule 1	Definitions	10
Rule 2	Description of Service	12
Rule 3	Customer Application for Service	12
Rule 4	Contracts or Agreements	12
Rule 5	Special Information Required on Forms	13
Rule 6	Establishment and Re-Establishment of Credit	13
Rule 7	Deposits	13
Rule 8	Notices	14
Rule 9	Rendering and Payment of Bills	14
Rule 10	Disputed Bills	15
Rule 11	Discontinuance and Restoration of Service	16
Rule 12	Information to be Provided to the Public	16
Rule 13	Temporary Service	16
Rule 14	Continuity of Service	16
Rule 15	Access to Customer Premises	16
Rule 16	Limitation of Liability	17
Rule 17	Rate Adjustments	17

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Interexchange Services Tariff

PRELIMINARY STATEMENT

This tariff contains all effective rates, rules and information applicable to 5LINX Enterprises, Inc.

The Company has been granted the authority to provide 24-hour interLATA and intraLATA intrastate long distance telephone services between points in California.

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule or condition which may affect rates or charges.
(C) (R) a change reducing rates
(C) (I) a change increasing rates
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase, whether major or minor.
- (L) 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.
- (T) To signify change in wording of text, but no change in rate, rule or condition.

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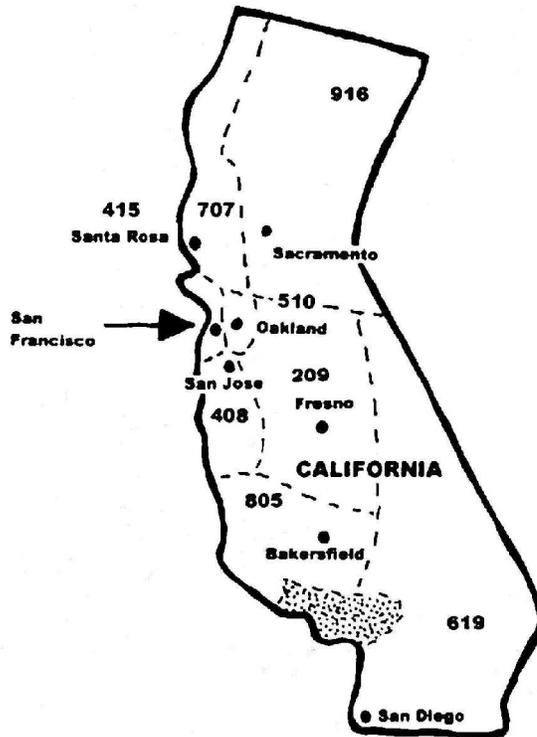
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Interexchange Services Tariff

SERVICE AREA MAP

The services offered under this tariff are on a statewide basis (all of California) as shown on the following map.



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Interexchange Services Tariff

APPLICABILITY

This tariff is applicable to monthly long distance intraLATA and interLATA toll services within the State of California.

TERRITORY

The Company renders both interLATA and intraLATA toll service throughout the territory it serves and as shown in its tariff schedules.

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Interexchange Services Tariff

RATES AND CHARGES

A. Outbound 1+ Service

\$0.07 per minute.
Billed in six (6) second increments.

B. Inbound 8XX Service

\$0.07 per minute.
Billed in six (6) second increments.

C. Travel/Calling Card Rates

\$0.15 per minute.

Billed in 60 second increments

D. PICC Charge

\$4.31 per month. Applies to business customers only.

E. Directory Assistance

Charge per Call: \$0.95

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Interexchange Services Tariff

TAXES AND SURCHARGES

A. Applicable Taxes

In addition to the charges specifically pertaining to the Company's services, mandated federal, state and local surcharges, taxes, and fees will be applied. In compliance with Resolution T-16901, December 2, 2004, the California surcharges and fees collected by the Company will concur with the current surcharges filed by Pacific Bell (d/b/a SBC California) in its joint tariff for surcharges and fees.

B. Pay Telephone (Payphone) Surcharge

A surcharge shall be assessed for each call made from a pay telephone to an 8xx number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bill, this charge is reimbursed to pay telephone service provider.

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Interexchange Services Tariff

RULES

Rule 1 - Definitions

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

Company – 5LINX Enterprises, Inc.

Completed Calls - Calls answered on the distance end. In the event an uncompleted call appears on a customer's bill, a credit will be issued when brought to the Company's attention by the customer.

Customer - The person, firm, corporation or other entity which uses, caused the use of, or allows the use of the Carrier's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Carrier's tariff regulations.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rates - apply to all calls that occur from 8:00 A.M. to 4:59 P.M. Monday through Friday, except on Carrier recognized Holidays.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Evening Rates - apply to all calls that occur from 5:00 P.M. to 10:59 P.M. Sunday through Friday.

Holiday - Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Night/Weekend Rates apply to all calls that occur from 11:00 P.M. to 7:59 A.M. all days; from 8:00 A.M. to 10:59 P.M. Saturday; and from 8:00 A.M. to 4:59 P.M. Sunday.

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Interexchange Services Tariff

RULES (continued)

Rule 1 - Definitions

Major Rate Increase - Means any rate increase that is not a minor rate increase as defined in Rule 1 of this tariff.

Minor Rate Increase - Refers to a rate increase which (i) represents less than a 1% increase of the Company's total California intrastate revenue compared to the rates and transactions in effect over the most recently completed fiscal year of the Company and (ii) is less than 5% of the rate for the affected service. Increases shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service would not be a minor rate increase, then any rate increase that would otherwise be a minor rate increase shall be deemed a major rate increase.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of as well as space at the customer's place of business.

Station - A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

Terminal Equipment - Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets.

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Interexchange Services Tariff

RULES (continued)

Rule 2 - Description of Service

The Company provides interexchange carrier 24-hour interLATA and intraLATA intrastate long distance telephone services between points in California.

Rule 3 - Customer Application for Service

Customers desiring service will be asked to complete an application form. On the Company's receipt of the signed form, the Company will accept or reject an order within three business days. The service application is merely a request for service and does not in itself bind the Company to service except under specific conditions, which must be agreed to, in writing, by an authorized agent of the Company, nor does it bind the applicant to subscribe to the service.

Rule 4 - Contracts or Agreements

No specific contracts with customers currently exists. Any specific contracts with customers in the future will be filed with the Commission to become effective in 40 days. No standard contract form for offering specialized facilities or services are currently established by the Company.

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Interexchange Services Tariff

RULES (continued)

Rule 5 - Special Information Required on Forms

No special information is required on any forms to be used by the Company.

Rule 6 - Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record and check the references of all applicants and customers. The carrier may examine the credit profile/record of any applicant prior to accepting the service order or customer deposit. These shall not in themselves obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. If service is denied, customer deposits will be returned immediately.

Rule 7 - Deposits

A deposit up to an amount equaling two (2) month's actual or estimated charges for the service provided may be required when the Company determines that such a deposit is necessary based on the customer's payment history, credit rating or other information. The Company will require a deposit to establish or re-establish service only if the applicant is unable to demonstrate acceptable credit to the satisfaction of the Company. Failure to provide a social security number shall not be cause for requiring a deposit. The Company will not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

In the event of cancellation, the deposit will be applied toward the subscriber's final bill and any remainder will be returned within 60 days after the service is discontinued. Deposits will be returned after one year if bills were paid on a timely basis.

Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year. The deposit will be considered returned after a reasonable effort has been made by the Company to return it to the customer.

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Interexchange Services Tariff

RULES (continued)

Rule 8 - Notices

Any notice the Company may give to a customer will be given orally or by written notice mailed to the customer's billing address or to such address as may be subsequently given by the customer to the Company.

Except for cancellation of service or as otherwise provided by these rules, any notice from any customer may be given by the customer or any authorized representative to the Company's business office orally or by written notice mailed to the Company's business office. Notice of service cancellation will be in writing.

Rule 9 - Rendering and Payment of Bills

- (a) Billing periods are monthly.
- (b) The billing date is dependent on the billing cycle assigned to the customer.
- (c) The initial billing may consist of one month's estimated usage billed in advance. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.
- (d) Bills are due and payable upon receipt of the invoice. The total invoiced amount must be paid within 22 days of the invoice mailing date or the bill will be considered past due. Bills not paid by the date specified above are subject to a late fee equal to 1.5% of the overdue balance. Customers will not be liable for late payment charges on disputed amounts that are resolved in the customer's favor. Customer's service may be terminated if service is not paid for by the 30th day past the billing date after written notice has been provided.
- (e) The Company is not responsible for local telephone charges incurred by the customer in gaining access to the Company's network.
- (f) A charge of \$15.00 will apply for all dishonored checks issued to the Company.

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Interexchange Services Tariff

RULES (continued)

Rule 10 - Disputed Bills

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled with mutual satisfaction, the customer can take the following course of action within 60 days of the disputed bill's billing date.

- (a) First, the customer may request, and the Company will perform, an in-depth review of the disputed amount and will provide the customer with its determination within 30 days. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection. During the Company's investigation, no late charges or penalties will be collected on the disputed amount and the charge will not be sent to collection nor any adverse credit report made based on non-payment of the disputed charge. If the subscriber prevails in its claim, then no late charge or penalty will be imposed on the amount in dispute. The Company will not disconnect service to the customer before 7 calendar days after the date the Company notifies the customer in writing of the results of its investigation. In no event will the Company disconnect service prior to the due date on the bill.
- (b) Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the customer may appeal to the CPUC's Consumer Affairs Branch (CAB) for its investigation and decision.
- (c) To avoid disconnection of service, the customer must submit the claim to the CAB, and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC. No late charge or penalty may be imposed on the amount in dispute deposited with the CPUC. During the CAB review, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the disputed charge.
- (d) The CPUC will review the claim of the disputed amount, communicate the results of its review to the customer and the Company and make disbursement of the deposited amount. The addresses and telephone numbers of the CPUC's Consumer Affairs Branch are:

Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, California 94102
1-800-649-7570 (toll free)
1-415-703-1170
1-415-703-2032 (TDD)

or

Consumer Affairs Branch
107 S. Broadway
Los Angeles, California 90012
1-800-649-7570 (toll free)
1-213-897-2975
1-213-897-0426 (TDD)

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Interexchange Services Tariff

RULES (continued)

Rule 11 - Discontinuance and Restoration of Service

Service continued to be provided until canceled by the customer in writing, or until canceled by the Company as set forth below.

Cancellation of Service by a Customer:

If a customer cancels his order for service before the service begins, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company.

Cancellation for Cause by the Company:

Upon nonpayment of any sum owing to the Company, or upon violation of the provisions governing the furnishing of service under this tariff, the Company may, upon seven (7) days written notification, without incurring any liability, discontinue the furnishing of such service.

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than seven (7) calendar days prior to termination. Each notice shall contain:

1. The name and address of the customer, and the telephone number(s) associated with the delinquent account. The name of the carrier as it appears on their CPCN, including any fictitious names.
2. Information sufficient for the subscriber to identify what service(s) are to be terminated, and the amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the customer may use to request amortization of the unpaid charges.
6. The toll-free telephone number of a representative of the Company who can provide customer assistance, additional information or institute arrangements for payment.
7. The telephone number of the commission=s Consumer Affairs Branch (CAB) where the customer may direct inquiries.
8. Local service may not be discontinued for nonpayment of unregulated competitive services.

Restoration Procedure:

Service may be restored after discontinuance for nonpayment if the customer establishes credit worthiness. The Company reserves the right to collect a deposit for re-establishment of service.

The Company reserves the right to refuse to re-establish service to customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

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President

Effective: _____

Interexchange Services Tariff

RULES (continued)

Rule 12 - Information to be Provided to the Public

A copy of this tariff schedule and advice letters will be available for public inspection by writing to:

5LINX Enterprises, Inc.
275 Kenneth Drive, Suite 100
Rochester, New York 14623

Copies of the Company's tariff schedules and advice letters are available to the public at a nominal cost to recover photocopying, postage and/or transmission expenses.

Rule 13 - Temporary Service

Temporary service or service to speculative projects will be provided if consistent with the best interest of the carrier. Rates and conditions for such service will be those published in this tariff schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

Rule 14 - Continuity of Service

In the event of foreknowledge of an interruption of service for a period exceeding twenty-four hours, the customer will be notified in writing, by mail, at least one week in advance.

Rule 15 - Access to Customer's Premises

The Company's authorized employees may enter a customer's premises at all reasonable hours for any purposes pertinent to the furnishing of service and the exercise of any and all rights secured to it by law or these rules.

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Interexchange Services Tariff

RULES (continued)

Rule 16 - Limitation of Liability

Liability of the Company

The liability of the Company, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to Customer for the service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occurred. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of the customer, or which arise from facilities or equipment used by the customer, shall not result in the imposition of any liability whatsoever upon the Company.

The Company is not liable for the quality of service provided by any local exchange carrier. The Company is not liable for any act, omission or negligence of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by the customer.

The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, civil disorders; labor problems; fire and flood; atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to, and in no event shall exceed, the sum of \$1,000.00.

Overpayment

The Company shall remit any overpayment to customers under the following circumstances: (1) through the Company's normal internal auditing practices, the Company discovers the overpayment; and (2) customer submits a written claim, which with substantiating evidence supplied by the customer, the Company is able to verify.

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Issued By:
Craig Jerabeck
President

Effective: _____

Interexchange Services Tariff

RULES (continued)

Rule 16 - Limitation of Liability (continued)

Disclaimer of Warranties

Except as expressly provided in this tariff, the Company makes no understanding, agreements, representations or warranties, expressed or implied (including any regarding the merchantability or fitness for a particular purpose).

Refunds for Interruption or Impairment to Service

It shall be the obligation of the Customer to immediately notify the Company of any service interruption. The Company will refund the Customer for the duration of interrupted service within 60 days of the interruption.

Rule 17 - Rate Adjustments

The Company will adjust its rates and charges, or impose additional rates, to recover any amounts which it is required by Governmental or Quasi-governmental authorities to collect from or pay to others. Such charges will include, but are not limited to PIC charges, payphone/dial around compensation, access reform and universal connectivity. These charges will appear as separate line items on invoices rendered to the end user, and will include a reasonable fee for the administration of these initiatives.

Issued: _____
Decision No. _____

Issued By:
Craig Jerabeck
President

Effective: _____

Tariff Schedule Applicable to
REGULATION AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE TELEPHONE SERVICE
WITHIN THE STATE OF CALIFORNIA

of

5LINX ENTERPRISES, INC.
275 Kenneth Drive, Suite 100
Rochester, New York 14623

Applying to local exchange telecommunications services between point located within the State of California and containing rates, rules and regulations governing service.

Competitive Local Carrier

TARIFF CHECK SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	26	Original	52	Original
1	Original	27	Original	53	Original
2	Original	28	Original	54	Original
3	Original	29	Original	55	Original
4	Original	30	Original	56	Original
5	Original	31	Original	57	Original
6	Original	32	Original	58	Original
7	Original	33	Original	59	Original
8	Original	34	Original	60	Original
9	Original	35	Original	61	Original
10	Original	36	Original		
11	Original	37	Original		
12	Original	38	Original		
13	Original	39	Original		
14	Original	40	Original		
15	Original	41	Original		
16	Original	42	Original		
17	Original	43	Original		
18	Original	44	Original		
19	Original	45	Original		
20	Original	46	Original		
21	Original	47	Original		
22	Original	48	Original		
23	Original	49	Original		
24	Original	50	Original		
25	Original	51	Original		

* Indicates Sheets amended with this filing.

Competitive Local Carrier

TABLE OF CONTENTS

Title Sheet	Title
Tariff Check Sheet	1
Table of Contents	2
Preliminary Statement.....	4
Demarcation Point and Symbols.....	5
Tariff Format	6
Service Area Map	7
<u>Rules and Regulations</u>	
Rule No. 1- Definitions.....	8
Rule No. 2 - Initiation of Service.....	12
Rule No. 3 - Special Information Required on Forms	13
Rule No. 4 - Credit Establishment	14
Rule No. 5 - Deposits	14
Rule No. 6 - Notices.....	15
Rule No. 7 - Prorating of Bills.....	17
Rule No. 8 - Disputed Bills.....	17
Rule No. 9 - Bills Past Due.....	18
Rule No. 10 - Discontinuance and Restoration of Service.....	18
Rule No. 11 - Change of Service Provider.....	20
Rule No. 12 - Failure to Establish Credit or Pay Deposit	21
Rule No. 13 - Limitation of Liability.....	21
Rule No. 14 - Privacy.....	23
Rule No. 15 - Blocking Access to 900 and 976 Information Services	25
Rule No. 16 - Scope of Services	26
Rule No. 17 - Shortage or Relocation of Equipment or Facilities	26
Rule No. 18 - Terms and Conditions	27
Rule No. 19 - Notification of Service-Affecting Activities	28
Rule No. 20 - Provision of Equipment and Facilities	28
Rule No. 21 - Non-Routine Installation	29
Rule No. 22 - Ownership of Facilities	29
Rule No. 23 - Prohibited Uses	29
Rule No. 24 - Obligations of the Customer	29
Rule No. 25 - Customer Equipment and Channels	30
Rule No. 26 - Payment Arrangements	31
Rule No. 27 - Taxes and Surcharges.....	31
The Company is in compliance with Resolution T-16901 and concurs with the tariff	
provision for fees and surcharges in AT&T California tariffs.	
Rule No. 28 - Billing and Collection of Charges.....	32
Rule No. 29 - Credit Allowance - Directory.....	32

Competitive Local Carrier

TABLE OF CONTENTS

Rule No. 30 - Allowances for Interruptions of Service	33
Rule No. 31 - Cancellation of Service	34
Rule No. 32 - Deaf and Disabled Equipment Distribution Program.....	35
Rule No. 33 - Nonpublished Service; Release of Information.....	36
Rule No. 34 - Credit Information and Calling Records; Release of Information	40
Rule No. 35 - Disconnection or Refusal Upon Request of Law Enforcement	43
Rule No. 36 - Directory Listings.....	45
Rule No. 37 - Description of Service	46

Service Descriptions and Rates

A. Local Exchange Service.....	47
B. Directory Listings.....	53
C. Emergency Services (Enhanced 911).....	53
D. Promotional Offerings.....	53
E. Customer Service.....	53
F. California Lifeline Telephone Program.....	54

Sample Forms

A. Sample New Customer Information Request.....	55
B. Sample Invoice	56
C. Sample Customer Agreement.....	57

Competitive Local Carrier

Preliminary Statement

This tariff sets forth the rates and rules applicable to the provision of competitive local exchange service to customers located in exchange areas served by Pacific Bell and Verizon. The Company concurs in the demarcation tariff of Pacific Bell.

The Company has been authorized by the California Public Utilities Commission ("CPUC") to provide competitive local exchange services.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC. Customers can call 1-585-334-2600 to order, change, or cancel services.

Application of Tariff

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of resold local exchange services within the existing Pacific Bell and Verizon exchanges in the State of California by 5LINX Enterprises, Inc. (hereinafter "Company"). This tariff is on file with the Public Utilities Commission of California ("Commission"), and copies can be inspected, during normal business hours, at the Company's principal place of business or by calling 1-585-334-2600 (toll free).

Availability of the Company's Tariff

Complete copies of the Company's advice letters and current tariff(s) are maintained at the Company's business offices located at:

5LINX Enterprises, Inc.
275 Kenneth Drive, Suite 100
Rochester, New York 14623

The tariff is also available for public inspection at the California Public Utilities Commission, 505 Van Ness Ave., San Francisco, CA 94102. 5LINX Enterprises, Inc., Schedule Cal. P.U.C. No. 2-T.

Exchange Boundaries and Rate Centers

The Company will concur in the exchange boundaries and rate centers of Pacific Bell California and Verizon in each company's respective franchise area.

Availability of 911 Service

911 Service will be furnished to all customers at no charge.

Demarcation Points

The Company hereby concurs in the Demarcation Tariffs of Pacific Bell and Verizon for service provided in each carrier's respective territory.

Competitive Local Carrier

Explanation of Symbols

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (C) (R) a change reducing rates
- (C) (I) a change increasing rates

- (D) To signify discontinued material, including listing, rate, rule or condition.

- (I) To signify an increase, whether major or minor.

- (L) 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.

- (T) To signify change in wording of text, but no change in rate, rule or condition.

Competitive Local Carrier

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. 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 the sheet. These numbers are used to determine the most current sheet version on file with the Commission. Foreexample, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to the next higher level of coding.
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

SERVICE AREA MAP

The Company will provide local intraLATA and interLATA services within the service territories of Pacific Bell and Verizon as set forth on the map below.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 1 Definitions

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

Agent: A business representative, whose function is to bring about, modify, affect, accept, performance of, or terminate contractual obligations between a CLC and applicants or customers.

Applicant for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Authorization Code: A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Business Hours: The phrase "business hours" means the time after 9 a.m. and before 5:00 p.m.local time, Monday through Friday excluding holidays.

Commission: California Public Utilities Commission unless content indicates otherwise.

Company: 5LINX Enterprises, Inc.

Competitive Local Carrier (CLC): Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

Completed Call or Telephonic Communication: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within California; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Consumer Affairs Branch (CAB): The Consumer Affairs Branch of the California Public Utilities Commission.

Customer: The person, firm, corporation or entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Date of Presentation: Postmark date on billing envelope.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 1 Definitions (contd.)

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Exchange Carrier: The furnishing of service from telephone communication within local service areas in accordance with the provisions of this tariff.

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Formal Complaint: A formal charge that a carrier has violated the Public Utilities Code or some order or regulation of the Commission. The complaint must be in writing, in accordance with the Commission's Rules of Practice and Procedure and made under oath. The proceeding ordinarily requires public hearing and a Commission decision.

Holiday: The term "holiday" means all days designated as federal legal holidays, including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Incumbent Local Exchange Carrier (ILEC): Any certificated local exchange company who held a Certificate of Convenience and Necessity before September 1, 1995.

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

Informal Complaint: Informal request for assistance made to the Commission's Consumer Affairs Branch (CAB) with supporting documentation concerning a carrier's service, rates or other matters. CAB staff investigates and tries to arrive at an informal adjustment without public hearing or Commission order. Informal complaint files are not available for public inspection.

LATA: A local access transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 1 Definitions (contd.)

Local Loop Demarcation Point: The LLDP is the point at which the utility's facilities end and the property owner's facilities begin. For copper facilities, the LLDP shall be located at the MPOE

Local Service: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central offices or exchange areas.

Minimum Point of Entry: The MPOE is the closest practical point to where the utility's facilities cross a property line or the closest practicable point to where the utility's facilities enter a multi-unit building.

Minor Rate Increase: Minor increases are those which are both less than 1% of the CLC's total California intrastate revenues and less than 5% of the affected service's rates. Increases shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either parameter above, then the filing shall be treated as a major increase.

Major Rate Increase: Major increases are increases which are greater than the increases described as Minor Rate Increases (see above).

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

Premises: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

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

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

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 1 Definitions (contd.)

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local and interexchange telecommunications services offered to the Customer within the State of California.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

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

User: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 2 Initiation of Service

1. During the initial contact, the Company will give information regarding the Universal Lifeline program and its availability to all applicants for residential service.
2. Service may be initiated based on a written or oral agreement between the Company and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges which will appear on the customer's bill. The letter must be in a language other than English if the sale was in another language.
3. If the agreement is oral, within 10 days of initiating the service order, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the customer's bill. The letter will be written in the same language as the sale was made.
4. Within 10 days of initiating service, the Company shall state in writing for all new customers all material terms and conditions that could affect what the customer pays for telecommunications services provided by the CLC.
5. Potential customers who are denied service for failure to establish credit or pay deposits as described in Rule 12 must be given the reason for the denial in writing within 10 days of service denial.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 3 Special Information Required on Forms

(A) Customer Bills

The Company shall be identified on each bill. Each bill will prominently display a toll-free telephone number for service or billing inquiries, together with any address where the customer may write to the Company. If the Company uses a billing agent, the name of the billing agent will also be included. Each bill for service will contain notations concerning the following areas:

(1) When the bill is due and payable; (2) Billing detail, including the period of service covered by the bill; (3) When a late payment charge will be applied; (4) How to pay the bill; (5) Network access for interstate calling; (6) In addition to the above, each bill shall include the following statement:

“This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of presentation date. Should you question this bill, please request an explanation from 5LINX Enterprises, Inc.

“If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch. To avoid having service disconnected, payment of the disputed bill should be made “under protest” to the CPUC or payment arrangements should be made agreeable to the CLC pending the outcome of the Commission’s Consumer Affairs Branch review. the Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.”

(B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

“This deposit, less the amount of any unpaid bills for service furnished by the Company shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.”

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 4 Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the applicant:

- A. The applicant provides a credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
- B. A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
- C. The Company will not refuse a deposit to establish credit for service. However, it may requests that the deposit be in cash or other acceptable form of payment (e.g., money order, cashier's check, letter of credit, etc.)

Rule No. 5 Deposits

The Company does generally require deposits for prepaid services. The Company may require any customer to post a deposit for payment of charges as a condition of receiving service or additional services. The Company reserves the right to review an applicant's or customer's credit history at any time to determine if a deposit is required.

The amount of any deposit shall not exceed twice the estimated average monthly bill for the class of service for which the customer applies. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 6 Notices

(A) Rate Information:

1. Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice shall be required for minor rate increases or rate decreases. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
2. If the Company provides information to a customer which is allegedly in violation of its tariffs, the consumer may bring a complaint against the Company.

(B) Discontinuance of Service Notices:

- (1) Any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 6 Notices (contd.)

(B) Discontinuance of Service Notices: (contd.)

(2) Notice by CLC - Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than seven (7) calendar days prior to termination. Each notice shall include all of the following information:

1. The name and address of the customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the customer may use to request amortization of the unpaid charges.
6. The telephone number of a representative of the CLC, who can provide additional information or institute arrangements for payment.
7. The telephone number of the commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
8. Local service may not be discontinued for nonpayment of unregulated competitive services.

(C) Change in Ownership or Identity Notice - The Company shall notify its customers in writing of a change in ownership or identity of the customer's service provider on the customers' next monthly bill.

(D) Rules for Notices - Notices sent by the Company to customers, or to the Commission, shall be legible in size and print and are deemed made on the date of presentation.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 7 Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges during the billing period shall be billed in addition to prorated amounts.

Rule No. 8 Disputed Bills

In case of a billing dispute between the customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the customer can make the following arrangement:

- A. First, the customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- B. The undisputed portion of the bill must be paid by the Due By Date (No sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the customers by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of the Company, the customer may appeal to the Consumer Affairs Branch (CAB) at the CPUC, 505 Van Ness Avenue, San Francisco, California 94102, (415) 703-1170, (800) 649-7570, 415) 703-2032 TDD for its investigation and decision To avoid disconnection of service, the customer must submit the claim, and, if the bill has not been paid, deposit the amount in dispute with the CAB within 7 calendar days after the date the Company notifies the customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill. Checks or other forms of remittance used for this purpose should be made payable to the CPUC.
- D. The Company may not disconnect the customer's service for nonpayment as long as the customer complies with (B) and (C) above.
- E. The Company shall respond to CAB's requests for information within 10 business days.
- F. CAB will review the claim of the disputed amount, communicate the results of its review to the customer and Company and make disbursement of the deposited amount. If before completion of the CAB's review, additional bills become due that the customer wishes to dispute, the customer must also deposit with the CAB the additional amounts claimed by the Company to be due for such additional bills before they become past due and failure to do so will warrant discontinuance of service.
- G. After the investigation and review are completed by the Company as noted in (A) above, if the customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 9 Bills Past Due

Bills are due and payable on the date of presentation. A late payment charge may be applied if payment is not received by the utility on or before the late payment date which will be prominently displayed on the customer's bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

Rule No. 10 Discontinuance and Restoration of Service

(A) Discontinuance by Customers:

1. Customers may discontinue service by giving the Company written or verbal notice as specified in this tariff. The Customer is responsible for payment of all charges incurred for the period during which service is rendered. In addition, if termination occurs prior to the end of a current contract term, the customer may be liable for a termination fee.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.

(B) Discontinuance by the Company:

1. The Company may discontinue service under the following circumstances:
 - i. A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - ii. Failure to post a required deposit or guarantee.
 - iii. In the event that the customer supplied false or inaccurate information of a material nature in order to obtain service.
 - iv. Any violation of the conditions governing the furnishing of service.
 - v. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service.
 - vi. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 10 Discontinuance and Restoration of Service (contd.)

(B) Discontinuance by the Company: (continued)

2. The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability in the event of:
 - i. Action taken to prevent or to protect against fraud or to otherwise protect the Company's personnel, agents, facilities, or services.
 - ii. The Customer provides false information to the Company regarding the Customer's identity, address, or use of service(s).
 - iii. The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - c. Any other fraudulent means or devices; or
 - iv. Use of the service in such a manner as to interfere with the service of other users; or
 - v. Use of service for unlawful purposes.
3. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to discontinuance.
4. Service may be discontinued during business hours on or after the date specified in the written notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on any Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.
5. The Company will continue to provide customers access to 911 emergency service at no charge to any residential customer whose service is discontinued under this Rule until such time as service is rendered by another carrier.
6. Basic Service will not be disconnected for non-payment of anything other than residential and single line business Flat Rate and/or Measured Rate Service.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 10 Discontinuance and Restoration of Service (contd.)

(C) Restoration of Service:

The Company will restore service to a customer upon further payment of all amounts due and the customer's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with this tariff.

(D) The customer may contact the Company to make arrangements for payment of unpaid charges at the following address and telephone number:

5LINX Enterprises, Inc.
275 Kenneth Drive, Suite 100
Rochester, New York 14623
Phone: (585) 334-2600

Rule No. 11

Rule No. 12 Change of Service Provider

(A) Solicitation of Customer Authorization for Service Termination and Transfer - Solicitations by the Company or other carriers, or their agents, of customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. such solicitations must conform to Public Utilities Code Section 2889.5. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine up to \$500 may apply for each violation of this rule.

(B) Unauthorized Service Termination and Transfer - The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the customer's service to the original carrier without charge to the customer. All billings during the unauthorized service period shall be refunded to the applicant or customer. A penalty or fine up to \$500 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code Section 2108, each day of continuing violation shall constitute a separate and distinct offense. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 12 Failure to Establish Credit or Pay Deposit

The Company may refuse service if credit is not established satisfactory to the Company and may deny or disconnect service if a deposit is not paid as required in Rule 5.

Rule No. 13 Limitation of Liability

- (A) The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- (B) In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to, and in no event exceed, \$10,000.00.
- (C) The Company will not provide a credit allowance for interruption of service caused by the Customer's facilities, equipment or systems.
- (D) Except as provided in Paragraphs (A) through (C) of this Rule, the liability of the Company for damages arising out of mistakes, omission, interruptions, delays, errors or defects in any of the services or private line, and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

(E) Temporary Suspension for Repairs

The company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or a Customer's service.

Competitive Local Carrier
RULES AND REGULATIONS

Rule No. 13 Limitation of Liability (contd.)

(F) Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.

(G) Errors in Information Furnished by Directory Assistance Operators

Subject to the provisions of Section C of this rule, the Company shall allow a credit for errors in the provision of telephone numbers or other information furnished by the Company's Directory Assistance Operators in an amount not in excess of the charge for a call to Directory Assistance dialed direct to the Company's operator.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 14 Privacy

The Company will, in accordance with the provisions below, furnish customers with a written description of how it handles customer's private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the customer. This information will be provided at the time service is initiated and annually thereafter.

(A) **Privacy of Personal Information**

The Company is subject to Public Utilities Code Section 2891, which prohibits the Company from making any of the following information concerning residential customers available to third persons:

1. personal calling patterns, excluding caller identification information that is passed in accordance with the provisions of Public Utilities Code Section 2893 or billing information that federal law or regulation requires the Company to pass to the person who is called by the customer;
2. credit or other personal financial information, except for information that is provided pursuant to Commission order requiring the provision of such information to other public utilities, or a centralized credit check system, for purposes of determining credit worthiness of new utility customers;
3. the services provided to the customer, including information services provided by third parties over the Company's lines;
4. individual demographic information, or aggregate information from which individual identities and characteristics have not been removed.

Any residential customer who gives written consent for the release of one or more of the foregoing categories of personal information will, upon written request, be informed by the Company of the identity of the person or corporation to whom any such information has been released. The Company will notify each residential customer who is requested to consent to the release of such information of the provisions of this paragraph. Consent for the release of such information may be rescinded by the customer upon 30 days' written notice to the Company.

Competitive Local Carrier
RULES AND REGULATIONS

Rule No. 14 Privacy (contd.)

(A) Privacy of Personal Information (continued)

Information subject to the protection from disclosure under the Public Utilities Code Section 2891 does not include:

1. information provided by the customer for inclusion in directories of customers;
2. information customarily provided through directory services;
3. postal Zip Code information;
4. information provided under the supervision of the Commission to a collection agency by the Company exclusively for the collection of unpaid debts;
5. information provided to an emergency service agency responding to a 911 call or any other call communicating an imminent threat to life or property;
6. information provided to a law enforcement agency in response to lawful process;
7. information that is required by the Commission pursuant to its jurisdiction and control over the Company;
8. information that is transmitted between the Company and other telephone corporations in order to furnish service between or in their service areas; or
9. information that is required to be provided by the Company pursuant to rules and orders of the Commission or the Federal Communications Commission regarding the provision of information services to third parties.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 14 Privacy (contd.)

(B) Subscriber Lists

The Company is subject to Public Utilities Code Section 2891.1, which prohibits the Company from including unlisted or unpublished telephone numbers assigned to residential customers in any list of telephone numbers that is sold or licensed by the Company, unless the customer requests otherwise by written notice to the Company. However, the Company may provide such telephone numbers in the following cases:

1. to a collection agency, to the extent such disclosures are supervised by the Commission, exclusively for the collection of unpaid debts;
2. to any law enforcement agency, fire protection agency, public health agency, public environmental agency, city or county emergency team operating under contract with, and at the direction of one or more of these agencies, for the exclusive purpose of responding to a 911 call or communicating an imminent threat to life or property.
3. in response to lawful process issued under state or federal law;
4. to a telephone corporation providing service between service areas for the purpose of providing such service to the customer, or to third parties for the purpose of providing billing services; and
5. to the Commission pursuant to its jurisdiction and control over the Company.

(C) Disclosure of Telephone Numbers During 800 and 900 Calls

The Company will provide an annual written notice to all customers that use of 800, 888, and 900 numbers may result in disclosure of the customer's telephone number to the called party.

Rule No. 15 Blocking Access to 900 and 976 Information Services

At the request of the customer, the Company will block that customer's access to 900 and 976 pay-per-call telephone information services. The Company will inform their customers of the availability of this service at the time service is ordered. This blocking service will be made available free of charge to residential customers.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 16 Scope of Services

The Company undertakes to furnish intrastate telecommunications services within the state of California under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.

The Company is responsible under this tariff only for the services or facilities provided herein. Should customers use such services or facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

Rule No. 17 Shortage or Relocation of Equipment or Facilities

The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier(s) or other providers to the Company for resale.

Pursuant to Decision 02-08-067, the Customer may request relocation of the MPOE or LLDP, provided that all of the following conditions are met:

- (a) The property owner agrees, and has the ability, to pay for all relocation expenses reasonably incurred;
- (b) Relocation is technically feasible; and
- (c) Relocation is not prohibited by applicable local, state or federal laws, rules or regulations

The Company hereby concurs with the rates, terms and conditions for relocation of the MPOE or LLDP set forth in the tariff of Pacific Bell Telephone Company d/b/a AT&T California.

Competitive Local Carrier

Rule No. 18 Terms and Conditions

- (A) All payment for service are due in advance on the date specified by the Company. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- (B) At the expiration of any term specified in a Customer 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 Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- (C) This tariff shall be interpreted under and governed by the laws of the State of California.
- (D) Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- (E) The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to charge such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 19 Notification of Service-Affecting Activities

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

Rule No. 20 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of an compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain facilities that it furnishes to the customer. The customer may not, nor may the customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- (C) The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by customer-provided network control signaling equipment.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 21 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 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 extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Rule No. 22 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the Company, its agents or contractors or the Incumbent Local Exchange Carrier, as applicable.

Rule No. 23 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purposes or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.
- (B) The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Rule No. 24 Obligations of the Customer

(A) General

The Customer shall be responsible for:

1. placing orders for service. When placing an order for service, the customer must provide:
 - a. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - b. the name(s), telephone number(s), and address(es) of the customer contact person(s).
2. the payment of all applicable charges pursuant to this tariff.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 24 Obligations of the Customer (contd.)

(B) Claims

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees as determined by a court of competent jurisdiction or the California Public Utilities Commission for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
2. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.
3. A customer may be liable for reasonable attorneys' fees and other costs as determined by the Commission or by a court of competent jurisdiction.

Rule No. 25 Customer Equipment and Channels

(A) Inspections - Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. the company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the customer with a statement of technical parameters that the customer's equipment must meet.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 26 Payment Arrangements

The customer is responsible for payment of all charges for service and facilities furnished by the Company to the customer or authorized Users. Objections must be received by the Company within two years after the due date, or the charges shall be deemed correct. Should the customer pay the charges under protest, the customer may have an additional 10 days to dispute same in writing. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, or in connection with any other cost incurred by the other entity and imposed on the Company, those charges may be passed on to the customer.

Rule No. 27 Taxes and Surcharges

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees, universal service contributions) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Big River by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

The CPUC requires all telecommunications carriers to apply CPUC mandated Public Program surcharge rates. Pursuant to Resolution T-16901 and Cal. Pub. Util. Code §492, Big River hereby concurs with the Public Program surcharges and Reimbursement Fee set forth in the tariffs of Pacific Bell Telephone Company d/b/a AT&T California.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 28 Billing and Collection of Charges

- (A) All payments for service are paid in advance and are due thirty (30) days from the date of installation and on the expiration of each subsequent thirty (30) day period. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due. If payment is not received within fifteen days of the due date, service may be subject to disconnection. The Company will give the customer seven days written notice prior to disconnecting service.
- (B) Customers may pay for service by credit card, an authorized payment agent, or check.
- (C) The Company will bill customer a one-time charge of \$20.00 if the customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

Rule No. 29 Credit Allowance - Directory

Subject to the provisions of the tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

- 1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the effective life of the directory in which the error or omission occurred.
- 2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- 3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the period the error or omission continued.
- 4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 30 Allowances for Interruption of Service

- (A) When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the customer, or the operation or failure of the facilities or equipment provided by the customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. The Company will concur with Pacific Bell's Limitation of Liability for credit on interruptions lasting less than 24 hours.
- (B) The Company concurs with Pacific Bell's Limitation of Liability regarding credit for service interruptions.
- (C) Credit Allowances
1. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for by the Company.
 2. Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
 3. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly charges specified hereunder, and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
- (D) Limitations on Allowances - No credit will be made for:
1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer;
 2. Interruptions due to the negligence of any person other than the Company, including, but not limited to the Customer or other common carriers;
 3. Interruptions due to the failure or malfunction of non-Company equipment;

Competitive Local Carrier
RULES AND REGULATIONS

Rule No. 30 Allowances for Interruption of Service (contd.)

(D) Limitations on Allowances - No credit will be made for: (continued)

4. Interruptions of service during a period in which the Company or underlying carrier is not given full access to its facilities or equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of service during which the Customer uses the service on an impaired basis;
6. Interruptions of service during any period when the Customer has released service for maintenance purposes or for implementation of a change in service arrangement; or
7. Interruption of service due to circumstances or causes beyond the control of the Company.

Rule No. 31 Cancellation of Service

(A) Cancellation of Application for Service

1. The Customer may cancel his or her applications for service by verbal or written notice to the Company. Where the customer cancels an application for service prior to the start of service or prior to any special constructions, no charges will be imposed, except those specified below.
2. Where, prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the customer had service begun.
3. The special charges described in paragraphs 1 and 2 above will be calculated and applied on a case-by-case basis. Any contract or individual case basis agreement will be filed with the Commission via advice letter pursuant to General Order 96-A.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 31 Cancellation of Service (contd.)

(B) Cancellation of Service by a Customer

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined herein), the customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this tariff, all costs, fees and expenses incurred in connection with:

1. all Non-recurring charges reasonably expended by the Company to establish service to the customer; plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer; plus
3. all Recurring charges for the applicable notice period.

Rule No. 32 Deaf and Disabled Equipment Distribution Program

The Company will contract with Pacific Bell and Verizon to offer equipment and services to eligible deaf and disabled customers. Customers must contact the Company's office for details regarding this program.

Competitive Local Carrier
RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, required that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, the contents of Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX "A"

Nonpublished Service

- a. Definition of nonpublished service: Upon a Customer's request, name, address and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to certain authorized governmental agencies providing the requesting agency complies with the rules herein established for the release of nonpublished information.
- b. Agencies Authorized to Receive Information:
- (1) Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
 - (2) An agency of the federal government which is lawfully authorized to:
 - Conduct investigations or make arrests for violations of the criminal laws of the United States; or
 - Prosecute violations of the criminal laws of the United States; or
 - Enforce civil sanctions which are ancillary to criminal statutes; or
 - Conduct investigations into matters involving the national security of the United States; or
 - Protect federal or foreign officials; or
 - Protect public health and safety; or
 - Conduct emergency rescue operations.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information (contd.)

b. Agencies Authorized to Receive Information: (continued)

- (3) Any public health agency of the State of California or of a city, county, or other local government.
- (4) County or city 911 projects.
- (5) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- (6) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
- (7) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

c. Procedure for Release of Nonpublished Information to Authorized Agencies.

- (1) A telephone company shall only provide nonpublished information to persons within agencies who are either:
 - Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or
 - Health officers who are acting in their official capacity and are lawfully investigating a matter involving a communicable disease or life threatening situation; or
 - Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or
 - Employees of a county or city 911 project when acting in an official capacity; or
 - Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

Competitive Local Carrier
RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information (contd.)

c. Procedure for Release of Nonpublished Information to Authorized Agencies. (continued)

(2) Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written requests for nonpublished information must be signed by the head of the agency or by a previously designated person and the requests must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

(3) Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

d. Notification to Customer

(1) The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

(2) When a customer inquires of the utility whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information (contd.)

d. Notification to Customer (continued)

- (3) If the requesting agency certifies that disclosure to a customer about the release of nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
- (4) The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.
- (5) If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received the information.

e. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency, provided the chief health officer or designated health officer from the agency certifies that disclosure to the customer could violate a client or contact's right of privacy and confidentiality.

f. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing or service purposes.

g. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the Customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information (contd.)

h. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

Rule No. 34 Credit Information and Calling Records; Release of Information

California Public Utilities Commission's Decision Nos. 92860 and 9336, in Case No. 10206, requires that the Commission include the provisions of the rule set forth in Appendix "B" of that decision as part of the rules in the Utility's tariff schedules. Accordingly, Appendix "B" of Decision Nos. 92860 and 9336, in Case No. 10206 is quoted herein, except as modified by Decision Nos. 83-06-066, 83-06-073 and 83-09-061.

APPENDIX "B"

Release of Credit Information and Calling Records

a. Definitions

(1) Credit Information

A Customer's credit information is the information contained in the customer's utility account record, including, but not limited to the following: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published Customer information, or customer's name, address and telephone number as listed in the telephone directory.

(2) Calling Records

Calling Records are the records of calls made from a customer's telephone no matter how recorded and regardless of whether such information appears in the customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registers are examples of calling records.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 34 Credit Information and Calling Records; Release of Information (contd.)

b. Release of Customer Credit Information and Calling Records

A Customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.
- (3) Upon receiving permission of the Customer to release the information.

c. Deferral of Notice

- (1) Notification to the Customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made.

Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the Customer of its receipt of the subpoena before divulging the information of records requested.

Competitive Local Carrier
RULES AND REGULATIONS

Rule No. 34 Credit Information and Calling Records; Release of Information (contd.)

c. Deferral of Notice (continued)

- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification of the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant, or, if that person is unavailable, by another member of the authorized agency who also certifies that they have been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the customer.

d. Exception to Procedure for Release of Credit of Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the Customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

e. Retention of Records

Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the customer is notified in writing of the request. A copy of the letter of notification which was sent to the Customer shall also be retained for a like period of one year.

Competitive Local Carrier

Rule No. 35 Disconnection or Refusal Upon Request of Law Enforcement

The Company will comply with the provision of the rule set forth in Appendix B of Decision 9118 which is set forth below in its entirety.

APPENDIX B

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to the public health, safety, or welfare will result.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by the rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.
4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to the public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

Competitive Local Carrier

Rule No. 35 Disconnection or Refusal Upon Request of Law Enforcement (contd.)

5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term “person”, as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a copartnership, an association, a political subdivision, a public officer, a governmental agency and an individual.
9. The term “communications utility”, as used herein, includes a “telephone corporation” and a “telegraph corporation”, as defined in Division 1 of the California Public Utilities Code.

Competitive Local Carrier

Rule No. 36 Directory Listings

1. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange area of the Station number which is designated as the customer's main billing number.
2. The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
3. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect hereto.
4. In order for listings to appear in an upcoming directory, the customer must furnish the listing to the Company in time to meet the directory publishing schedule.
5. Directory listings are provided in connection with each customer service as specified herein.
6. The Company will arrange to have directories distributed to residential and business customers by the ILEC or a third party distributor.

Competitive Local Carrier

Rule No. 37 Description of Service

The Company will offer local exchange services to residential and business customers within the exchange areas of Pacific Bell and Verizon as follows:

Local service provides the Customer with a single, voice-grade communications channel. Each Local line will include a telephone number. This service does not include any long distance service or other toll services. Optional features are available at the additional charge set forth herein.

1. Residential Service

Residence Service provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number, as well as access to the services specified. Residence Service is that service furnished in:

1. Private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use;
2. In the study of a clergyman located in a church;
3. In a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

2. Business Services

The Company's Business Services are offered for local calling using the facilities of the Company's authorized underlying Local Exchange Carrier(s). The Company's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

4.1 Residential Local Exchange Service Rates

4.1.1 Line Cost, Connections and Features

4.1.1.A Flat Rate Service

	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$10.95
Rate Group 2 (13,801 - 25,100 lines)	\$11.72
Rate Group 3 (25,101 - 45,500 lines)	\$12.32
Rate Group 4 (45,501 - 200,800 lines)	\$12.91
Rate Group 5 (200,801 - 1,191,800 lines)	\$15.80

4.1.1.B Monthly Recurring Charge Measured Rate Service

	Monthly usage allowance is \$5.00.	
	<u>MRC Low Usage</u>	<u>MRC Standard Usage</u>
Rate Group 1 (0-13,800 lines)	\$5.93	\$8.44
Rate Group 2 (13,801 - 25,100 lines)	\$6.30	\$9.02
Rate Group 3 (25,101 - 45,500 lines)	\$6.60	\$9.47
Rate Group 4 (45,501 - 200,800 lines)	\$6.90	\$9.91
Rate Group 5 (200,801 - 1,191,800 lines)	\$8.34	\$12.07

4.1.1.C Measured Rate Local Usage

(1) Day Rates

8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.036	\$0.018
Band B (1-10 miles limited LCA)	\$0.036	\$0.018
Band C (> 10 miles limited LCA)	\$0.054	\$0.036

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

4.1 Residential Local Exchange Service Rates (continued)

4.1.1.C Measured Rate Local Usage (contd.)

(2) Evening Rates

5:00 p.m. to, but not including 11:00 p.m., Monday through Friday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.0234	\$0.0117
Band B (1-10 miles limited LCA)	\$0.0234	\$0.0117
Band C (> 10 miles limited LCA)	\$0.0351	\$0.0234

(3) Night/Weekend Rates

11:00 p.m. to, but not including 8:00 a.m., Monday through Friday, and all times Saturday and Sunday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.0144	\$0.0072
Band B (1-10 miles limited LCA)	\$0.0144	\$0.0072
Band C (> 10 miles limited LCA)	\$0.0216	\$0.0144

4.1.1.D Optional Features

	<u>NRC</u>	<u>MRC</u>
Call Forwarding Variable	\$13.50	\$3.24
Three-way Calling ¹	\$13.50	\$3.24
Call Waiting	\$13.50	\$3.29
Speed Dialing - 8 code	\$13.50	\$3.24
Speed Dialing - 30 code	\$13.50	\$3.69
Call Forward Busy Line	\$13.50	\$0.90
Call Forward Don't Answer	\$13.50	\$0.90

¹ Three way calling also available on a \$0.75 per use basis.

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

4.1 Residential Local Exchange Service Rates (continued)

4.1.1.C Measured Rate Local Usage (contd.)

(2) Evening Rates

5:00 p.m. to, but not including 11:00 p.m., Monday through Friday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.0234	\$0.0117
Band B (1-10 miles limited LCA)	\$0.0234	\$0.0117
Band C (> 10 miles limited LCA)	\$0.0351	\$0.0234

(3) Night/Weekend Rates

11:00 p.m. to, but not including 8:00 a.m., Monday through Friday, and all times Saturday and Sunday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.0144	\$0.0072
Band B (1-10 miles limited LCA)	\$0.0144	\$0.0072
Band C (> 10 miles limited LCA)	\$0.0216	\$0.0144

4.1.1.D Optional Features

	<u>NRC</u>	<u>MRC</u>
Call Forwarding Variable	\$13.50	\$3.24
Three-way Calling ²	\$13.50	\$3.24
Call Waiting	\$13.50	\$3.29
Speed Dialing - 8 code	\$13.50	\$3.24
Speed Dialing - 30 code	\$13.50	\$3.69
Call Forward Busy Line	\$13.50	\$0.90
Call Forward Don't Answer	\$13.50	\$0.90

² Three way calling also available on a \$0.75 per use basis.

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

4.1 Residential Local Exchange Service Rates (continued)

4.1.1.D Optional Features (contd.)

	<u>NRC</u>	<u>MRC</u>
Customer Control - CF Busy Line	\$13.50	\$2.70
Customer Control - CF Don't Answer	\$13.50	\$2.70
Call Forwarding Busy Line Multipath ³	\$13.50	\$1.80
Call Forwarding Don't Answer Multipath ²	\$13.50	\$1.80
Call Forwarding Variable Multipath	\$13.50	\$2.70
Remote Access - Call Forwarding Variable	\$13.50	\$5.40
Call Waiting Deluxe ⁴	\$13.50	\$5.40
Call Forwarding Don't Answer - Ring Control	\$13.50	\$0.90
Three Way Calling With Transfer ⁵	\$13.50	\$4.46
Flexible Call Forwarding (FCF)	\$13.50	\$4.50
FCF with Audio Calling Name	\$13.50	\$6.30
FCF - Plus	\$13.50	\$6.30
FCF Plus with Audio Calling Name	\$13.50	\$8.10
Star 98 Access	\$13.50	\$0.90
Remote Call Forwarding (RCF)	\$13.05	\$16.65
RCF additional path following initial installation	\$10.80	\$16.65
Distinctive Ring I	\$13.50	\$3.56
Distinctive Ring II	\$13.50	\$5.36

³ Rates for Multipath features apply for each path in excess of ten paths and are in addition to rates for Call Forwarding Variable, Call Forwarding Busy Line, or Call Forwarding Don't Answer.

⁴ Caller ID rates also apply.

⁵ Local or toll charges apply for originator of call even after exiting call.

Competitive Local Carrier

4.1 Residential Local Exchange Service Rates (continued)

4.1.1.E CLASS Features

	<u>NRC</u>	<u>MRC</u>
Call Return	\$13.50	\$3.96
Repeat Dialing	\$13.50	\$3.78
BusyConnect, per activation	\$0.75	
Call Selector	\$13.50	\$3.78
Preferred Call Forwarding	\$13.50	\$3.78
Call Block	\$13.50	\$3.78
Call Trace	\$13.50	\$3.78
Caller ID - Basic	\$13.50	\$6.30
Caller ID - Deluxe	\$13.50	\$6.75
Anonymous Call Rejection (ACR)	n/a	\$2.97

4.1.1.F Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access line installation charges apply.

	<u>MRC</u>
Per Line	\$30.15
Per Two-Line Plan package	\$59.85
Per Three-Line Plan package	\$87.75

Competitive Local Carrier

4.1 Residential Local Exchange Service Rates (contd.)			
4.1.1.G Line Connection Charges			
		<u>NRC</u>	
First Line, per request		\$37.80	
Additional Line, each		\$13.50	
4.1.1.H Line Change Charge			
		<u>NRC</u>	
First Line, per request		\$31.50	
Additional Line, each		\$10.80	
4.1.1.I Secondary Service Charge			
Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.			
Per request	\$13.50		
4.1.1.J. TouchTone			
No charge.			
4.1.1.K Premise Work Charge			
		<u>NRC</u>	
First 15 minute or fraction thereof		\$27.00	
Each Additional 15 minute increment or fraction		\$12.60	
4.1.1.L. Toll Restriction			
Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.			
		<u>NRC</u>	<u>MRC</u>
Selective Class of Call Screening		\$13.50	\$1.13
per line			
4.1.1.M Directory Listings			
Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.			
		<u>NRC</u>	<u>MRC</u>
Non-listed		\$13.50	\$1.64
Non-Published		\$13.50	\$3.15
Additional Listings		\$13.50	\$1.08

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

B. Directory Listings Rates

	Business <u>NRC</u>	Business <u>Monthly</u>	Res. <u>NRC</u>	Res. <u>Monthly</u>
Non Listed	n/a	n/a	n/a	n/a
Non Published	n/a	\$0.28	n/a	\$0.28
Additional Listings	\$6.65	\$1.66	\$4.75	\$0.81

C. Emergency Services (Enhanced 911)

Allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provide to the primary E911 provider for display at the Public Service Answering Point (PSAP).

D. Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. Promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.

E. Customer Service

Customer service is available 24 hours a day, seven days a week by calling 1-585-334-2600 writing to 5LINX Enterprises, Inc., 275 Kenneth Drive, Suite 100, Rochester, New York 14623.

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

F. California Lifeline Telephone Program

California LifeLine provides discounted basic telephone (landline) services to eligible California households.

Customers can qualify for California LifeLine if you are enrolled in any one of the following public assistance programs:

Medicaid/Medi-Cal

Low Income Home Energy Assistance Program (LIHEAP)

Supplemental Social Security Income (SSI)

Federal Public Housing Assistance or Section 8

Food Stamps or Supplemental Nutrition Assistance Program (SNAP)

Women, Infants and Children Program (WIC)

Healthy Families Category A

National School Lunch's FREE Lunch Program (NSL)

Temporary Assistance for Needy Families (TANF)

1. California Work Opportunity and Responsibility to Kids (CalWORKs)
2. Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs)
3. Welfare-to-Work (WTW)
4. Greater Avenues for Independence (GAIN)

Tribal TANF

Customers may also qualify for California Lifeline if the total annual household income is at or less than these annual income limits.

Household Size	California LifeLine Annual Income Limits 6/1/09 through 5/31/11
1.2 members	\$24,000.00
3 members	\$28,200.00
4 members	\$34,000.00
For each additional member, add	\$5,800.00

Competitive Local Carrier

A. Sample New Customer Information Request

LETTER OF AGENCY
Account Information

Through my signature below, I verify that I am authorizing 5LINX Enterprises, Inc. ("5LINX") to become my new primary carrier for the provision of telecommunications services. I authorize 5LINX to act as my agent to effectuate this change, and direct my current primary carrier to work with them to accomplish this change.

I understand that I must pay a charge of approximately \$5.00 to switch providers and should I desire to return to my former carrier, I may be required to pay an additional charge to reconnect to that company. I also understand that my new primary carrier may have different calling areas, rate and charges than my current primary carrier, and that by signing below I indicate that I understand those differences (if any) and am willing to be billed accordingly.

I authorize _____ to provide: (Check One)

Long Distance

Local Toll Service (where applicable)

To my telephone number(s) listed below:

I certify that I am at least eighteen years of age and that I have read and understand this letter of agency and that I am authorized to change telephone companies for services to the telephone numbers listed above. I am further authorizing 5LINX Enterprises, Inc. to do a credit investigation and hold free from liability all creditors and other persons who may respond to "inquiries."

Authorized By Date

Company/Name (as on local phone bill)

Print Name, Title

D/B/A (If applicable)

Federal ID/Social Security Number

Billing Address

Physical Address

City/State/Zip Code

City/State/Zip Code

Month/Year business started

Trade Reference/Phone Number

Trade Reference/Phone Number

5LINX Enterprises, Inc.
 275 Kenneth Drive, Suite 100
 Rochester, New York 14623

Cal. P.U.C. Schedule 2-T
 Original Sheet No. 55

**Competitive Local Carrier
 SAMPLE FORMS**

B. Sample Customer Bill

Account Number xxx xxx-xxxx xxx N xxxx	Statement Date Month Day, Year	CUSTOMER NAME Address Line 1 Address Line 2	Page 1
-------------------------------------------	-----------------------------------	---------------------------------------------------	--------

Previous Charges	<u>Amount of last bill</u>	xx.xx
	<u>Payment(s), Thank you. (Date)</u>	xx.xx
	Balance	xx.xx

Current Charges	Page 2	xx.xx
	<u>Total Average Cost Per Minute of Use</u>	<u>\$0.0xxx</u>
		xx.xx

Total Due	Due by Month Day, Year	\$xx.xx
	LATE CHARGE REMINDER. A late charge may apply on Month Day if your payment has not been received.	
	Local services and Related Charges	\$21.14

Whom to Call	<u>Customer Service: 888-899-2789</u>	-
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(T)

DETACH & RETURN THIS PORTION WITH PAYMENT

Statement Date	Month Day, Year	Account Number	xxx xxx xxxx xxx N xxxx
Payment Due	Month Day, Year	Total Due	\$xx.xx

Enter Amount Paid >>> **\$99.99**
 Make Checks Payable to 5LINX ENTERPRISES, INC.

Company Codes and Bar Code

Customer Name
 Address Line 1
 Address Line 2

Competitive Local Carrier

SERVICE AGREEMENT- PAGE 1

AGREEMENT

Customer's agreement (the "Agreement") with 5LINX Enterprises, Inc. ("Carrier") consists of this Service Agreement, the current rates offered by Carrier and Customer's completed and accepted application for service and order form. By enrolling in, using or paying for Carrier's services, Customer agrees to the rates, charges and terms and conditions in this Agreement. This Agreement is not binding on Carrier unless and until Carrier accepts Customer's application for service.

Carrier may change this Agreement at any time. Carrier will notify Customer of any material change in this Agreement, in Customer's services or of an increase in rates or fees prior to the billing period in which the changes would go into effect, except for international rates, which may be changed on seven (7) days notice. Notification of any such change may be in the form of a bill insert or by a message within your invoice, by postcard or letter, by Carrier's calling and speaking to Customer or leaving a message for Customer, by postings on our website at www.5linx.com/terms, or by email.

This Agreement, including any state or federal tariffs filed by 5LINX Enterprises, Inc., contains the entire Agreement between the parties, and there are no representations or promises which are not expressly set forth herein. This Agreement authorizes Carrier to provide and select local, long distance and/or other telecommunication services for the Customer, as noted on the application for service. Customer understands that Carrier utilizes various underlying carriers to provide network services for its Customers, and reserves the right, without consent of Customer, to change underlying carriers at any time during the term of the Agreement. Customer agrees that 5LINX Enterprises, Inc. may request credit information from third parties and authorizes the release of such information as part of this application.

Upon completion of any initial or renewal term commitment, any cancellation request by customer must be provided in writing 45 days prior to cancellation.

Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or non-recoverable costs that were not disclosed to the Applicant by the Company before initiating service; provided that the Applicant will remain liable for authorized charges imposed by third parties and billed by the Company.

Consumers may cancel without termination fees or penalties any newly-constructed service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment from special arrangements or services as explained in Section (A), above.

Competitive Local Carrier
SERVICE AGREEMENT - PAGE 2

CANCELLATION/DEFAULT

Carrier may at any time discontinue service, cancel an application for service, or require customer to deposit funds as security without incurring any liability for any of the following reasons:

- a) Non-payment by Customer of any sum due to Carrier for service for more than (25) days after date of invoice for such service.
- b) For usage by Customer beyond the credit limit without the written consent of Carrier.
- c) If Customer provides false or misleading Customer credit, billing or other information.
- d) The filing of any voluntary or involuntary Petition in the bankruptcy court which names Customer as the debtor.
- e) If Customer terminates this Agreement prior to the end of the initial term or any renewal thereafter, or has service discontinued for failure to pay.
- f) If Carrier is ordered or requested to terminate service by a governmental entity.
- g) If Carrier detects fraudulent use of its services.

Customer is responsible for payment of all charges for services furnished to Customer. This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service, systems, equipment or facilities undertaken or caused by third parties, including without limitation Customer's employees.

PAYMENT AND BILLING

- a) Invoices will be payable upon receipt. It is understood that Carrier or its representative may impose a finance charge on delinquent amount as follows: an amount equal to the lesser of the maximum lawful rate of interest or one and one-half percent (1 1/2%) per month will accrue on any unpaid amount that is past due. An invoice is past due if any amount is not paid within 30 days after the date of the invoice.
- b) In the event of non-payment of any past due invoice due, all outstanding invoices, including any unbilled usage shall become immediately due and payable, and Customer shall be considered in default.
- c) If notice of a dispute as to charges is not received, in writing, by Carrier, within (30) days after date of invoice, such invoice shall be deemed to be correct and binding upon Customer. Customer must pay all undisputed charges per the terms of this Agreement.

TAXES

Any applicable sales, use, excise, public utility or other taxes, fees or regulatory costs, including without limitation E911-related fees or costs, or charges imposed on Carrier as a result of providing the Service ("Taxes") will be added to Carrier invoice as permitted or required by law. Additionally, Carrier may impose a recovery fee in order to recover costs associating with regulatory compliance by Carrier. Such a fee is not a tax. If Customer is exempt from payment of any Taxes, Customer may provide Carrier with an original Tax Exempt Document. Tax exemption will only apply to Taxes incurred after the date Carrier receives the Tax Exempt Document (Customer cannot receive credit for any Taxes already paid by). Customer represents that the address provided to Carrier for billing purposes is either Customer's residential or business street address.

RATES

Decision No. 10-__ - __

Issued By:
Craig Jerabeck
President

Issued: August 24, 2010
Effective: _____

Competitive Local Carrier

Carrier may revise the rates, monthly recurring and other charges in this Agreement at any time upon notice to Customer as provided above

LIABILITY

a) Carrier is not liable for any act or omission of any other company or companies furnishing a portion of their services to Customer.

b) Carrier shall not be liable for and Customer indemnifies and holds Carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or person, for any personal injury to or death of, any person or persons, and for and loss, damage, defacement or destruction of the premises of Customer or any other property, whether owned by Customer or others, caused or claimed to be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of terminal(s) or other equipment that is not the direct result of Carrier's gross negligence or willful misconduct. No agents or employees of other carriers shall be deemed to be agents or employees of Carrier.

Carrier shall not be liable for any general, special, indirect, incidental, punitive or consequential damages, whatsoever, as a result of the services provided by the Carrier.

c) Carrier is acting only as a reseller of services and equipment provided by third parties. Carrier's sole liability under this Agreement for interruption of service or failure of equipment shall be limited to that amount of Carrier's actual fixed charges incurred by Customer during the period of such interruption. Carrier shall not be liable for any interruption caused by the negligence or willful act or omission of Customer or any third party furnishing any portion of the service hereunder. CARRIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL CARRIER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, FAILURE OF 911 OR OTHER FEATURES, EVEN IF CARRIER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

d) Customer shall be liable to Carrier for 1) any loss or theft or damage to any of Carrier's equipment located on Customer's premises, however caused, and 2) for any fraud arising from Customer's usage. Customer shall defend, indemnify, and hold Carrier harmless from any and all claims arising there from and for any claims for libel, slander, infringement of copyright, trademark, trade name or trade secret arising out of the contents of Customer's transmissions using Carrier's service and equipment. Customer shall be liable to Carrier for any legal fees and other costs incurred to enforce the terms of this Agreement, including those fees and costs incurred for the collection of delinquent accounts.

e) This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest

**Competitive Local Carrier
SERVICE AGREEMENT - PAGE 4**

extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. CUSTOMER HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT AGAINST CUSTOMER RELATING TO THIS AGREEMENT.

f) CUSTOMER IS LIABLE FOR ALL COMPLETED CALLS MADE UTILIZING CUSTOMER'S EQUIPMENT, WHETHER AUTHORIZED OR UNAUTHORIZED, AND REGARDLESS OF SUITABILITY FOR CUSTOMER'S APPLICATIONS, AND/OR ANY FAILURE OF OTHER NETWORK ELEMENTS OR SERVICES WHICH MAY IMPACT CUSTOMER'S ABILITY TO OPERATE. CUSTOMER SHALL NOT HOLD 5LINX ENTERPRISES LIABLE FOR ANY FRAUDULENT CALLS WHICH MAY OCCUR ON CUSTOMER'S SWITCHED, DEDICATED OR CALLING CARD SERVICES, INCLUDING ANY FRAUD RELATED TO UNAUTHORIZED ACCESS OF CUSTOMER'S TELECOMMUNICATIONS EQUIPMENT. 5LINX ENTERPRISES OR ITS UNDERLYING CARRIERS RESERVE THE RIGHT TO DISCONTINUE FURNISHING SERVICES, CANCEL THE CUSTOMER'S ACCOUNT, AND/OR BLOCK _____

THE CUSTOMER'S ACCESS TO THE UNDERLYING CARRIER NETWORK, WITHOUT INCURRING ANY LIABILITY, IMMEDIATELY AND WITHOUT NOTICE IF THE COMPANY DEEMS THAT SUCH ACTION IS NECESSARY TO PREVENT OR TO PROTECT AGAINST FRAUD OR TO OTHERWISE PROTECT THE COMPANY'S PERSONNEL, AGENTS, FACILITIES OR SERVICES. REGARDLESS OF WHETHER OR NOT 5LINX ENTERPRISES BLOCKS SERVICE, CUSTOMER SHALL STILL BE FULLY LIABLE FOR ALL FRAUDULENT CALLS MADE.

ASSIGNMENT

Carrier may assign in whole or in part its rights or duties under the Agreement without prior notice to Customer and upon such assignment Carrier shall be released from all liability hereunder. Customer may assign the Agreement only with Carrier's prior written consent. Subject to this restriction, the Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.

NOTICES

Written notices to Customer shall be considered given and received by Customer on the third day after the date deposited in the U.S. Mail addressed to the address of record in Carrier's billing records, or immediately upon delivery using electronic means such as e-mail or fax. Written notice to Carrier shall be considered given when received in writing at Carrier's corporate offices.

Upon completion of any initial or renewal term commitment, any cancellation request by customer must be provided in writing 45 days prior to cancellation.

SEVERABILITY

If any of the terms or conditions of this Agreement is held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not effect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.

SERVICE AGREEMENT - PAGE 5

5LINX Enterprises, Inc.
275 Kenneth Drive, Suite 100
Rochester, New York 14623

Cal. P.U.C. Schedule 2-T
Original Sheet No. 60

Competitive Local Carrier

ENTIRE AGREEMENT

This Agreement, including the rates charged by Carrier and the application for service and order form, supersedes all prior representations, understandings or agreements on the subject matter of this Agreement. This Agreement may not be modified or waived except as described in this Agreement. If the express terms of any application for service and order form conflicts with the terms of this Service Agreement, then the conflicting terms of such application for service and order form shall govern.

EXHIBIT F

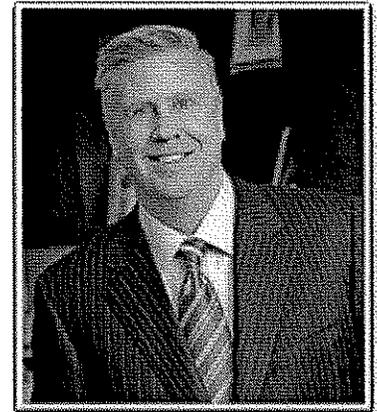
(Management Biographies)

Craig J. Jerabeck

11 Langley Rise · Pittsford, NY 14534

585.563.2150 (Res) · 585.455.5200 (cell) · cjerabeck@5linx.com

In 2001, Craig Jerabeck founded and began serving as President and CEO of 5LINX® Enterprises Inc. 5LINX Enterprises, Inc.® is a direct marketer of telecommunications products that includes VoIP, Wireless, Satellite, local telephone services and more. As CEO and President, Mr. Jerabeck implemented new business strategies, technologies, processes and disciplines throughout the corporation, leading the significantly reduced operating costs and enhanced productivity. Major awards include four time honoree INC. 500 and Rochester Top 100 for 2006-2009.



Formerly the President/CEO and founder of @Wireless Enterprises (1997 – 2004), a franchisor of wireless retail stores. @Wireless operated 78+ stores in 11 states. As the head of @Wireless, Jerabeck was awarded the honor of Top 100 Retailer by Entrepreneur Magazine in 2003 and attained the number 46 spot on the Franchise 100, the top 100 fastest growing franchises in America.

Prior to @Wireless, Mr. Jerabeck founded Cellular Unlimited Corp., which owned and operated 23 shopping mall based retail stores in NY, MA, RI, NJ, DE and FL. Cellular Unlimited was the largest independent retailer of cellular phones in the Upstate NY region in the 1994 – 1997 period. Jerabeck sold Cellular Unlimited in 1997 to a national wireless retailer.

Earlier professional roles include two years as the General Manager of Cellular One (later Cingular) in Rochester, NY and eight years with AT&T in sales and sales management. He is a graduate the State University of New York at Buffalo and received his MBA and B.S in Finance.

Jerabeck has completed four successful acquisitions and the sale of his company. He has managed three start-up ventures and has secured four rounds of financing through angel and venture financing.

Craig Jerabeck has been featured as guest speaker at various symposiums, and national conferences primarily concerning entrepreneurship, self-motivation and the value of perseverance.

Today he resides in Pittsford, NY with his wife Mary, and their three children.

BOARDS & MEMBERSHIPS

Empire State Chapter YPO Member and Network Officer, 2009-2010
Consumer Electronics Association – Wireless Advisory Board 2002-2004
ARC of Monroe County Board Member 1996-1997
Genesee Valley Trust Advisory Board 2000-2003

HONORS & AWARDS

Entrepreneur of the Year- 2003, @Wireless, Ernst and Young
Retailer of the Year- 2004, Entrepreneur Magazine
Businessman of the Year- 2008, Henrietta Chamber of Commerce
Inc. 500 – 2006 Ranking #338; 2007 Ranking #336, 2008 Ranking #439, 2009 Ranking #274
Rochester Top 100 – 2006 Ranking #40; 2007 Ranking #5, 2008 Ranking #3, 2009 Ranking #2

Jeb Tyler

Executive Vice President of Marketing



Mr. Tyler has been in the direct selling industry for over twelve years and has extensive experience in direct marketing and sales. Mr. Tyler started in direct sales as a representative for American Communications Network in 1996. In 1999 he was promoted to ACN's highest position of Regional Vice President. At ACN, Mr. Tyler built a sales organization consisting of thousands of representatives and tens of thousands of customers. In 2000, he was nationally recognized by ACN's Presidential Council as one of the top 10 representatives in the company. Mr. Tyler has been instrumental in new business and product development, building the 5LINX direct sales organization, and developing the company's marketing materials. He also has been instrumental in organizing the national sales events and is a seasoned motivational speaker and trainer, with a unique specialty in building network marketing organizations.

Jason Guck

Executive Vice President of Sales



Mr. Guck has been in the direct selling industry for over 10 years. Mr. Guck began his career in direct sales as an independent representative. He built a sales organization comprised of thousands of independent representatives and over tens of thousands of customers spanning five countries. Mr. Guck has been recognized as a dynamic motivational leader, and has trained in excess of 10,000 sales representatives at various training seminars. He joined 5LINX as a co-founder with day-to-day responsibility for opening new markets, as well as oversight and training for new independent representatives nationwide.

CONFIDENTIAL EXHIBIT G

(Unaudited balance sheet, income statement, and cash flows for Jan-Jun 2010)
(2009 audited financial statement)

Filed Separately Under Seal

CONFIDENTIAL EXHIBIT H

(Customer Base Estimates)

(Filed Separately Under Seal)

CERTIFICATE OF SERVICE

I certify that I have this day served a true copy of the original document entitled:

**APPLICATION OF 5LINUX ENTERPRISES, INC. FOR A CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY IN ORDER TO PROVIDE RESOLD COMPETITIVE
LOCAL EXCHANGE AND INTEREXCHANGE SERVICE**

on all parties on the attached service list or their attorneys of record electronically.

Signed and dated: August 25, 2010, at Walnut Creek, California.

/s/Anita Taff-Rice

SERVICE LIST

Mr. Jack Leutza
Director, Telecommunications Division
California Public Utilities Commission
505 Van Ness Avenue, 3rd Floor
San Francisco, CA 94102

Mr. John Boccio
CEQA Telecommunications Projects Manager
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102