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RECEIVED

March 30, 2006

MAR 30 2006

VIA HAND DELIVERY

Federal Communications Commission
Office of Secretary

Marlene H. Dortch
Secretary
Federal Communications Commission
The Portals
445 12th Street, S.W.
Washington, DC 20554

Re: Docket No. 00-257: Notification of Transfer of Subscribers from Affiliates of Cox Communications, Inc. to Affiliates of Cebridge Connections Holdings, LLC in Arkansas, California, Louisiana, Missouri, Oklahoma, and Texas

Dear Ms. Dortch:

Pursuant to Section 64.1120(e) of the Commission's rules, Cebridge Connections Holdings, LLC, on behalf of its direct and indirect operating subsidiaries (collectively, "Cebridge"), and by its attorneys, hereby respectfully notifies the Commission of the expected acquisition of certain telecommunications subscribers now served by affiliates of Cox Communications, Inc. ("Cox"). Pursuant to applicable Commission rules, Cebridge provides the following information:

Parties to the Transaction: The parties involved in the transaction are the telecommunications subsidiaries of Cox Communications, Inc., and Cebridge Connections Holdings, LLC identified below.

The Cox Communications, Inc. subsidiaries involved in this transaction are Cox North Carolina Telcom, L.L.C., TCA Communications, L.L.C., Cox Texas Telcom, L.P., Cox Louisiana Telcom, L.L.C., Cox Missouri Telcom, L.L.C., Cox Oklahoma Telcom, L.L.C. and Cox California Telcom, L.L.C.

The Cebridge Connections Holdings, L.L.C. subsidiaries involved in this transaction are Cebridge Telecom Limited, LLC and Cebridge Telecom General, LLC.

Types of Telecommunications Services to be Provided to the Affected Subscribers: Following the transaction, Cebridge will provide affected customers with the same services at the

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Marlene H. Dortch
March 30, 2006
Page 2

same rates, terms and conditions as they received from Cox, including local, local toll, interexchange, international long-distance telecommunications service and certain services provided under the federal schools and libraries ("E-rate") program.

Date of Transfer of the Subscribers to Cebridge: Cebridge and Cox intend to transfer the affected subscribers on April 30, 2006 or as soon thereafter as all regulatory approvals have been obtained.

Attached to this letter is Cebridge's certification of compliance with the Commission's requirements governing transfers of subscribers (Attachment 1), and copies of the notices and summaries of rates, terms and conditions that were sent to the affected subscribers as required by the Commission's rules (Attachment 2). Please note that the summaries of rates, terms and conditions were provided as an addendum to the notice letters sent to subscribers.

Please feel free to contact the undersigned with any questions regarding the information provided herein.

Respectfully submitted,



K.C. Halm

Counsel for Cebridge Connections

cc: Craig Rosenthal, Esq., Cebridge Connections
J.G. Harrington, Esq., Dow, Lohnes & Albertson
David Marks, Consumer & Governmental Affairs Bur.

Attach.

ATTACHMENT 1

CERTIFICATION OF COMPLIANCE OF CEBRIDGE

The undersigned hereby certifies as follows:

1. I have read the foregoing document and hereby verify that the statements therein are true, complete and correct to the best of my knowledge.

2. In accordance with Section 64.1120(e) of the Commission's rules, Cebridge has complied and will comply with: (i) the obligation to provide advance notice to affected subscribers under Section 64.1120(e)(3); (ii) the specific notice obligations specified in that rule; and, (iii) any other applicable statutory and Commission requirements that apply to the Commission's streamlined process.

CEBRIDGE CONNECTIONS HOLDINGS, LLC

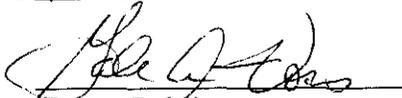
By: 

Name: Craig L. Rosenthal

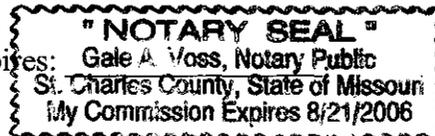
Title: Vice President & General Counsel

Date: March 27, 2006

Sworn and subscribed to me this
27th day of March 2006.


Notary Public

My Commission expires:



ATTACHMENT 2

March 27, 2006

IMPORTANT NOTICE REGARDING YOUR TELEPHONE SERVICE

Dear Cox Communications Phone Customer:

We are writing to let you know about important and exciting news concerning your telephone service.

On or about May 1, 2006, ownership of Cox Texas Telcom, L.P., which provides telephone service to you under the name Cox Communications or Cox Business Services ("Cox"), will be transferred to another telecommunications company, a subsidiary of Cebridge Connections Holdings, LLC. At that time, Cebridge Connections Holdings, LLC and its affiliates (together, "Cebridge") will provide communications services to you and approximately 1.3 million customers throughout the United States.

How will the transfer affect your rates and service?

The transfer will not affect your rates and service in any discernible way in the foreseeable future. Because Cebridge will continue to offer telephone service in the same way that Cox has, immediately following the transfer to Cebridge you will continue to have the same telephone number and receive the same services at the same rates, terms and conditions as you do now. If you currently subscribe to Cox for local toll and/or intrastate long distance services, Cebridge will also continue to provide those services as they are currently provided to you by Cox. A brief summary of the current rates, terms and conditions is included with this letter for your reference.

You will not be charged any fees for the transfer to Cebridge, and Cebridge will be responsible for any carrier change fees that might apply as a result of such transfer to Cebridge. Cebridge will notify you of any future changes in rates, terms and conditions of service as required by law.

What are the next steps?

You don't have to do a thing! Of course, you are free now or at any time to select a new service provider, but we are confident that you will continue to be satisfied with the service provided by Cebridge. If you decide to select a new service provider you must contact that provider yourself prior to May 1, 2006, which may result in additional charges. If you make no change you will automatically become a customer of Cebridge. If you have not notified Cox that you have arranged with another service provider for service to commence on or before the date of the transfer, you automatically will become a Cebridge customer for the telecommunications services you currently purchase from Cox.

We anticipate the date for the transfer may be as soon as thirty (30) days from the date of this letter, or as soon thereafter as the necessary regulatory approvals are obtained. If you have placed a preferred carrier "freeze" on your Cox services to prevent their unauthorized transfer to another service provider, FCC rules require that the freeze be lifted at the time of the transfer to Cebridge. At your request, Cebridge will reestablish preferred carrier "freeze" protection for your account after the transfer.

If you have any questions:

If you would like to obtain a copy of your subscriber agreement with Cox or Cox's tariffs or need additional information about the rates, terms and conditions of your current service, please call Cox at 866-269-4386. Following the transfer Cebridge will assume ultimate responsibility for any outstanding complaints and any complaints concerning this transfer. However, all such complaints will continue to be processed through the existing service provider, Cox. Accordingly, for all questions regarding billing, repairs, service needs or complaints, please contact Cox at the toll free number listed above. If you would like to know more about Cebridge generally, please contact Cebridge at 866-326-9006 or visit Cebridge online at www.cebridge.net.

We look forward to serving you!

Thank you,

Cox Communications and Cebridge Connections

Cebridge Summary of Rates, Terms and Conditions

THE FOLLOWING IS A SUMMARY OF THE RATES, TERMS AND CONDITION OF THE VARIOUS SERVICES THAT CEBRIDGE WILL PROVIDE TO ITS SUBSCRIBERS FOLLOWING THE TRANSFER DESCRIBED IN THE ATTACHED NOTICE. FOR A MORE COMPREHENSIVE DESCRIPTION OF CEBRIDGE'S RATES, TERMS, AND CONDITIONS OF SERVICE IN TEXAS PLEASE REFER TO THE TARIFFS ON FILE WITH THE TEXAS PUBLIC UTILITIES COMMISSION (UNDER THE NAME OF COX TEXAS TELCOM, L.P.). THESE RATES, TERMS, AND CONDITIONS ARE NOT EXPECTED TO CHANGE FOLLOWING THE TRANSFER OF TELECOMMUNICATION SYSTEMS TO CEBRIDGE. HOWEVER, ANY CHANGES THAT MAY OCCUR IN THE FUTURE WILL BE SUBJECT TO APPLICABLE STATE AND FEDERAL REQUIREMENTS.

Cebridge undertakes to furnish communications service, including local, toll and other specialized services, to subscribers subject to the terms of applicable service agreement, tariffs and the regulations of the State Commission. The furnishing of service is subject to the availability of facilities and other factors. Customers may be required to enter into written service orders which shall contain a description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions of service. Cebridge may require a security deposit as a condition for providing basic service. Cebridge also may require advance payment before services and facilities are furnished, which will be credited to the customer's initial bill and may be required in addition to a deposit.

Service generally is provided and billed on the basis of a minimum period of at least one month. All service, installation, monthly recurring charges and non-recurring charges are due and payable upon receipt. Standard installation service charges reflect service provided between Monday through Saturday, 8:00 a.m. - 5:00 p.m., at current installation intervals and without work interruptions by the customer. If a customer cancels or terminates service before the completion of the term, customer agrees to pay to Cebridge sums which shall become due and owing as of the effective date of the cancellation or termination.

The customer agrees to operate any Cebridge-provided equipment in accordance with Cebridge's instructions. The customer is responsible for ensuring that Customer-provided equipment connected to Cebridge equipment and facilities is compatible with such equipment and facilities and does not cause damage to Cebridge-provided equipment and wiring or injury to Cebridge's employees or other persons. If the protective requirements for Customer-provided equipment are not being complied with, Cebridge may take such action as it deems necessary to protect its facilities, equipment, and personnel. In the event of a power outage, telephone service will continue to operate as usual for up to eight (8) hours with the back-up battery provided during installation. If the modem that supplies telephone service is disconnected, removed, or the battery is not charged, telephone service, including access to E911, will not be available. The telephone modem originally installed by Cox should only be moved to another address by a Cebridge employee, which will ensure that E911 information is associated with the customer's new address.

The customer assumes all risk for damages arising out of delays in installation of service or facilities, mistakes, omissions, interruptions, delays, errors, or defects in transmission, failures or defects in equipment or facilities furnished by Cebridge or arising out of failure of Cebridge to maintain proper standards of maintenance of operations or to exercise reasonable supervision. The liability of Cebridge for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Customer's local exchange service and expanded local calling scope charges for a regular billing period with respect to such delayed, defective or interrupted local exchange service.

Cebridge will be entitled to provide information concerning a customer's account to carriers that require such information for allocation, billing, or service purposes. Those carriers are required to comply with state and federal requirements applicable to Customer Proprietary Network Information (CPNI).

The following is a synopsis of charges for Cebridge's standard local telephone service provided to residential and business end users. If you subscribe to a Cox plan or service that is not described below, that plan also will continue to be provided to you by Cebridge.

The following charges exclude applicable federal, state and local taxes, fees or surcharges.

Residential Local Line Rates

Basic Services and Features	Charge
Local calling service	\$8.99 per month for all lines
Primary access line	\$8.15 per month
Each additional line	\$8.15 per line per month
900/976 call blocking	No charge
Anonymous call rejection	No charge
Busy line redial	\$0.50 per use
Call forwarding remote access	\$1.00 per month (\$5.00 for initial setup)
Call number block	No charge
Call return	\$0.50 per use
Call trace	\$4.75 per use
Call waiting	\$2.80 per month (\$5.00 for initial setup)
Caller waiting ID	\$12.75 per month (\$5.00 for initial setup)
Caller ID	\$9.95 per month (\$5.00 for initial setup)
Distinctive ringing	\$2.95 per month (\$5.00 for initial setup)
Three-way calling	\$0.50 per use
Directory assistance	No charge for first 3 calls per billing period, \$1.25 per call per billing period thereafter
Temporary suspension of service	\$5.00 per month (\$10.00 for initial setup)

Business Local Line Rates

Basic Services and Features	Charge
Local calling service	\$21.30 per month for all lines
Primary access line	\$18.00 per month
Each additional line	\$18.00 per line per month
Hunting	\$0.85 per month
900/976 Call Block	No charge
Anonymous Call Rejection	No charge
Busy Line Redial	\$3.75 per month
Call Forwarding	\$6.50 per month
Call Forwarding Busy	\$3.00 per month
Call Forwarding No Answer	\$3.00 per month
Call Forwarding on Call Waiting	\$1.00 per month
Call Forwarding Remote Access	\$2.75 per month
Call Return	\$5.00 per month
Call Trace	No charge per use
Call Waiting	\$8.00 per month
Call Waiting Deluxe	\$5.00 per month
Caller ID	\$8.00 per month
Caller ID per line blocking	\$5.50 per month
Circular Hunt	\$0.85 per month
Distinctive Ringing	\$5.50 per month
Priority Ringing	\$3.75 per month
Remote Call Forwarding	\$16.95 per month
Selective Call Acceptance	\$3.75 per month
Selective Call Blocking	\$4.50 per month
Selective Call Forwarding	\$3.75 per month
Three-Way Calling	\$6.50 per month
Feature Change Charge	\$10.00 per change
Directory assistance	\$1.25 per call for two numbers, \$1.25 per number per call for more than two numbers, \$11.25 maximum per directory assistance

March 29, 2006

IMPORTANT NOTICE REGARDING YOUR E-RATE SERVICE

Dear Cox Louisiana Telcom, LLC E-rate Customer:

We are writing to let you know about important and exciting news concerning the services provided under the federal Schools and Libraries program ("E-rate") currently provided by Cox Louisiana Telcom, LLC ("Cox").

On or about May 1, 2006, Cox, which provides E-rate service to you will transfer certain of its assets and customers, including your school district, to another telecommunications company, a subsidiary of Cebridge Connections Holdings, LLC. At that time, Cebridge Connections Holdings, LLC and its affiliates (together, "Cebridge") will provide communications services to you and approximately 1.3 million customers throughout the United States.

How will the transfer affect your rates and service?

The transfer will not affect your current rates and service in any discernible way in the foreseeable future. Because Cebridge will continue to offer E-rate service in the same way that Cox has, immediately following the transfer to Cebridge you will continue to have the same telephone number (if applicable to your E-rate service) and receive the same services at the same rates, terms and conditions as you do now. If you currently subscribe to Cox for local toll and/or intrastate long distance services, Cebridge will also continue to provide those services as they are currently provided to you by Cox. A brief summary of the current rates, terms and conditions is included with this letter for your reference.

You will not be charged any fees for the transfer to Cebridge, and Cebridge will be responsible for any carrier change fees that might apply as a result of such transfer to Cebridge. Cebridge will notify you of any future changes in rates, terms and conditions of service as required by law.

What are the next steps?

You don't have to do a thing! Of course, you are free to select a new service provider at the end of the current term of your agreement with Cox (subject to applicable contractual and regulatory requirements), but we are confident that you will continue to be satisfied with the service provided by Cebridge. If you decide to select a new service provider you must contact that provider yourself prior to May 1, 2006, which may result in additional charges. If you make no change you will automatically become a customer of Cebridge. If you have not notified Cox that you have arranged with another service provider for service to commence on or before the date of the transfer, you automatically will become a Cebridge customer for the telecommunications services you currently purchase from Cox. We will be contacting you in the near future to discuss follow up steps associated with the administration of our E-rate service provider identification number ("SPIN").

We anticipate the date for the transfer may be as soon as thirty (30) days from the date of this letter, or as soon thereafter as the necessary regulatory approvals are obtained. If you have placed a preferred carrier "freeze" on your Cox services to prevent their unauthorized transfer to another service provider, FCC rules require that the freeze be lifted at the time of the transfer to Cebridge. At your request, Cebridge will reestablish preferred carrier "freeze" protection for your account after the transfer.

If you have any questions:

If you would like to obtain a copy of your E-rate agreement with Cox or need additional information about the rates, terms and conditions of your current service, please call Cox at 877-315-0500. Following the transfer Cebridge will assume ultimate responsibility for any outstanding complaints and any complaints concerning this transfer. However, all such complaints will continue to be processed through the existing service provider, Cox. Accordingly, for all questions regarding billing, repairs, service needs or complaints, please contact Cox at the toll free number listed above. If you would like to know more about Cebridge generally, please contact Cebridge at 866-326-9006 or visit Cebridge online at www.cebridge.net.

We look forward to serving you!

Thank you,

Cox Louisiana Telcom, LLC and Cebridge Connections

Summary of Rates, Terms and Conditions of E-Rate Service

THE FOLLOWING IS A SUMMARY OF THE RATES, TERMS AND CONDITION OF THE SERVICES THAT CEBRIDGE WILL PROVIDE UNDER THE FEDERAL SCHOOLS AND LIBRARIES ("E-RATE") PROGRAM FOLLOWING THE TRANSFER DESCRIBED IN THE ATTACHED NOTICE. THESE RATES, TERMS, AND CONDITIONS WILL BE IDENTICAL TO THE TERMS OF SERVICE PROVIDED TO THE CUSTOMER PRIOR TO THE TRANSFER OF TELECOMMUNICATION SYSTEMS TO CEBRIDGE. ANY CHANGES THAT MAY OCCUR IN THE FUTURE WILL BE SUBJECT TO APPLICABLE STATE AND FEDERAL REQUIREMENTS.

Service and Installation

Cebridge shall provide Customer with the services and equipment identified on the first page of the applicable service agreement between Cebridge and the Customer. However, if Cebridge determines that Customer's location is not serviceable under Cebridge's normal installation guidelines, Cebridge may terminate this Agreement. Customer is responsible for damage to any Cebridge equipment. Customer may use the services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cebridge network, equipment or facilities and/or (b) complies with Cebridge's applicable Acceptable Use Policies ("AUP") of the applicable service. Customer shall use the equipment only for the purpose of receiving the services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Cebridge or permit tampering, altering or repair of the equipment by any person other than Cebridge's authorized personnel. Unless provided otherwise herein, Cebridge shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Cebridge shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. Cebridge is not responsible for the networks or facilities of third parties which may be necessary to provide Service.

Service Date and Terms

Service shall be provided effective upon execution of a service agreement between the parties. Services shall be provided for the applicable term set forth on the first page of such agreement. Cebridge shall use reasonable efforts to make the Services available by the requested service date. Cebridge shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

Customer Responsibilities

Customer is responsible for arranging all necessary rights of access for Cebridge within the Customer's premises, including space for cables, conduits, and equipment as necessary for Cebridge-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cebridge. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cebridge's equipment. Customer shall use the services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Cebridge, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the services selected and with the Cebridge network.

Equipment

Unless otherwise provided herein, Customer agrees that Cebridge shall retain all rights, title and interest to facilities and equipment installed by Cebridge thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal wiring shall not be considered equipment and shall become the property of Customer upon initiation of service. Cebridge shall install equipment necessary to furnish the Services to Customer. Customer shall not modify or relocated equipment installed by Cebridge or install any other equipment, including servers in connection with data/Internet without the prior written consent of Cebridge. For Cebridge-owned equipment, Customer shall, at the expiration of termination of the applicable service agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Cebridge in good condition, Customer shall be responsible for the value of such equipment. Cebridge shall repair any equipment owned by Cebridge at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment including, but not limited to, monitors, computers, circuits software or other devices are required by Customer to use the Services, Customer shall be responsible for such equipment.

Rates

Rates, charges and any applicable service fees for the services provided by Cebridge to Customer will be subject to negotiations on an individual case basis, consistent with the rules and procedures governing the Federal Communications Commission's Schools and Libraries Program.

March 29, 2006

IMPORTANT NOTICE REGARDING YOUR E-RATE SERVICE

Dear Cox Missouri Telcom, LLC E-rate Customer:

We are writing to let you know about important and exciting news concerning the services provided under the federal Schools and Libraries program ("E-rate") currently provided by Cox Missouri Telcom, LLC ("Cox").

On or about May 1, 2006, Cox, which provides E-rate service to you will transfer certain of its assets and customers, including your school district, to another telecommunications company, a subsidiary of Cebridge Connections Holdings, LLC. At that time, Cebridge Connections Holdings, LLC and its affiliates (together, "Cebridge") will provide communications services to you and approximately 1.3 million customers throughout the United States.

How will the transfer affect your rates and service?

The transfer will not affect your current rates and service in any discernible way in the foreseeable future. Because Cebridge will continue to offer E-rate service in the same way that Cox has, immediately following the transfer to Cebridge you will continue to have the same telephone number (if applicable to your E-rate service) and receive the same services at the same rates, terms and conditions as you do now. If you currently subscribe to Cox for local toll and/or intrastate long distance services, Cebridge will also continue to provide those services as they are currently provided to you by Cox. A brief summary of the current rates, terms and conditions is included with this letter for your reference.

You will not be charged any fees for the transfer to Cebridge, and Cebridge will be responsible for any carrier change fees that might apply as a result of such transfer to Cebridge. Cebridge will notify you of any future changes in rates, terms and conditions of service as required by law.

What are the next steps?

You don't have to do a thing! Of course, you are free to select a new service provider at the end of the current term of your agreement with Cox (subject to applicable contractual and regulatory requirements), but we are confident that you will continue to be satisfied with the service provided by Cebridge. If you decide to select a new service provider you must contact that provider yourself prior to May 1, 2006, which may result in additional charges. If you make no change you will automatically become a customer of Cebridge. If you have not notified Cox that you have arranged with another service provider for service to commence on or before the date of the transfer, you automatically will become a Cebridge customer for the telecommunications services you currently purchase from Cox. We will be contacting you in the near future to discuss follow up steps associated with the administration of our E-rate service provider identification number ("SPIN").

We anticipate the date for the transfer may be as soon as thirty (30) days from the date of this letter, or as soon thereafter as the necessary regulatory approvals are obtained. If you have placed a preferred carrier "freeze" on your Cox services to prevent their unauthorized transfer to another service provider, FCC rules require that the freeze be lifted at the time of the transfer to Cebridge. At your request, Cebridge will reestablish preferred carrier "freeze" protection for your account after the transfer.

If you have any questions:

If you would like to obtain a copy of your E-rate agreement with Cox or need additional information about the rates, terms and conditions of your current service, please call Cox at 877-315-0500. Following the transfer Cebridge will assume ultimate responsibility for any outstanding complaints and any complaints concerning this transfer. However, all such complaints will continue to be processed through the existing service provider, Cox. Accordingly, for all questions regarding billing, repairs, service needs or complaints, please contact Cox at the toll free number listed above. If you would like to know more about Cebridge generally, please contact Cebridge at 866-326-9006 or visit Cebridge online at www.cebridge.net.

We look forward to serving you!

Thank you,

Cox Missouri Telcom, LLC and Cebridge Connections

Summary of Rates, Terms and Conditions of E-Rate Service

THE FOLLOWING IS A SUMMARY OF THE RATES, TERMS AND CONDITION OF THE SERVICES THAT CEBRIDGE WILL PROVIDE UNDER THE FEDERAL SCHOOLS AND LIBRARIES ("E-RATE") PROGRAM FOLLOWING THE TRANSFER DESCRIBED IN THE ATTACHED NOTICE. THESE RATES, TERMS, AND CONDITIONS WILL BE IDENTICAL TO THE TERMS OF SERVICE PROVIDED TO THE CUSTOMER PRIOR TO THE TRANSFER OF TELECOMMUNICATION SYSTEMS TO CEBRIDGE. ANY CHANGES THAT MAY OCCUR IN THE FUTURE WILL BE SUBJECT TO APPLICABLE STATE AND FEDERAL REQUIREMENTS.

Service and Installation

Cebridge shall provide Customer with the services and equipment identified on the first page of the applicable service agreement between Cebridge and the Customer. However, if Cebridge determines that Customer's location is not serviceable under Cebridge's normal installation guidelines, Cebridge may terminate this Agreement. Customer is responsible for damage to any Cebridge equipment. Customer may use the services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cebridge network, equipment or facilities and/or (b) complies with Cebridge's applicable Acceptable Use Policies ("AUP") of the applicable service. Customer shall use the equipment only for the purpose of receiving the services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Cebridge or permit tampering, altering or repair of the equipment by any person other than Cebridge's authorized personnel. Unless provided otherwise herein, Cebridge shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Cebridge shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. Cebridge is not responsible for the networks or facilities of third parties which may be necessary to provide Service.

Service Date and Terms

Service shall be provided effective upon execution of a service agreement between the parties. Services shall be provided for the applicable term set forth on the first page of such agreement. Cebridge shall use reasonable efforts to make the Services available by the requested service date. Cebridge shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

Customer Responsibilities

Customer is responsible for arranging all necessary rights of access for Cebridge within the Customer's premises, including space for cables, conduits, and equipment as necessary for Cebridge-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cebridge. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cebridge's equipment. Customer shall use the services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Cebridge, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the services selected and with the Cebridge network.

Equipment

Unless otherwise provided herein, Customer agrees that Cebridge shall retain all rights, title and interest to facilities and equipment installed by Cebridge thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal wiring shall not be considered equipment and shall become the property of Customer upon initiation of service. Cebridge shall install equipment necessary to furnish the Services to Customer. Customer shall not modify or relocated equipment installed by Cebridge or install any other equipment, including servers in connection with data/Internet without the prior written consent of Cebridge. For Cebridge-owned equipment, Customer shall, at the expiration or termination of the applicable service agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Cebridge in good condition, Customer shall be responsible for the value of such equipment. Cebridge shall repair any equipment owned by Cebridge at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment including, but not limited to, monitors, computers, circuits software or other devices are required by Customer to use the Services, Customer shall be responsible for such

equipment.

Rates

Rates, charges and any applicable service fees for the services provided by Cebridge to Customer will be subject to negotiations on an individual case basis, consistent with the rules and procedures governing the Federal Communications Commission's Schools and Libraries Program.

March 29, 2006

IMPORTANT NOTICE REGARDING YOUR E-RATE SERVICE

Dear Cox Oklahoma Telcom, LLC E-rate Customer:

We are writing to let you know about important and exciting news concerning the services provided under the federal Schools and Libraries program ("E-rate") currently provided by Cox Oklahoma Telcom, LLC ("Cox").

On or about May 1, 2006, Cox, which provides E-rate service to you will transfer certain of its assets and customers, including your school district, to another telecommunications company, a subsidiary of Cebridge Connections Holdings, LLC. At that time, Cebridge Connections Holdings, LLC and its affiliates (together, "Cebridge") will provide communications services to you and approximately 1.3 million customers throughout the United States.

How will the transfer affect your rates and service?

The transfer will not affect your current rates and service in any discernible way in the foreseeable future. Because Cebridge will continue to offer E-rate service in the same way that Cox has, immediately following the transfer to Cebridge you will continue to have the same telephone number (if applicable to your E-rate service) and receive the same services at the same rates, terms and conditions as you do now. If you currently subscribe to Cox for local toll and/or intrastate long distance services, Cebridge will also continue to provide those services as they are currently provided to you by Cox. A brief summary of the current rates, terms and conditions is included with this letter for your reference.

You will not be charged any fees for the transfer to Cebridge, and Cebridge will be responsible for any carrier change fees that might apply as a result of such transfer to Cebridge. Cebridge will notify you of any future changes in rates, terms and conditions of service as required by law.

What are the next steps?

You don't have to do a thing! Of course, you are free to select a new service provider at the end of the current term of your agreement with Cox (subject to applicable contractual and regulatory requirements), but we are confident that you will continue to be satisfied with the service provided by Cebridge. If you decide to select a new service provider you must contact that provider yourself prior to May 1, 2006, which may result in additional charges. If you make no change you will automatically become a customer of Cebridge. If you have not notified Cox that you have arranged with another service provider for service to commence on or before the date of the transfer, you automatically will become a Cebridge customer for the telecommunications services you currently purchase from Cox. We will be contacting you in the near future to discuss follow up steps associated with the administration of our E-rate service provider identification number ("SPIN").

We anticipate the date for the transfer may be as soon as thirty (30) days from the date of this letter, or as soon thereafter as the necessary regulatory approvals are obtained. If you have placed a preferred carrier "freeze" on your Cox services to prevent their unauthorized transfer to another service provider, FCC rules require that the freeze be lifted at the time of the transfer to Cebridge. At your request, Cebridge will reestablish preferred carrier "freeze" protection for your account after the transfer.

If you have any questions:

If you would like to obtain a copy of your E-rate agreement with Cox or need additional information about the rates, terms and conditions of your current service, please call Cox at 877-315-0500. Following the transfer Cebridge will assume ultimate responsibility for any outstanding complaints and any complaints concerning this transfer. However, all such complaints will continue to be processed through the existing service provider, Cox. Accordingly, for all questions regarding billing, repairs, service needs or complaints, please contact Cox at the toll free number listed above. If you would like to know more about Cebridge generally, please contact Cebridge at 866-326-9006 or visit Cebridge online at www.cebridge.net.

We look forward to serving you!

Thank you,

Cox Oklahoma Telcom, LLC and Cebridge Connections

Summary of Rates, Terms and Conditions of E-Rate Service

THE FOLLOWING IS A SUMMARY OF THE RATES, TERMS AND CONDITION OF THE SERVICES THAT CEBRIDGE WILL PROVIDE UNDER THE FEDERAL SCHOOLS AND LIBRARIES ("E-RATE") PROGRAM FOLLOWING THE TRANSFER DESCRIBED IN THE ATTACHED NOTICE. THESE RATES, TERMS, AND CONDITIONS WILL BE IDENTICAL TO THE TERMS OF SERVICE PROVIDED TO THE CUSTOMER PRIOR TO THE TRANSFER OF TELECOMMUNICATION SYSTEMS TO CEBRIDGE. ANY CHANGES THAT MAY OCCUR IN THE FUTURE WILL BE SUBJECT TO APPLICABLE STATE AND FEDERAL REQUIREMENTS.

Service and Installation

Cebridge shall provide Customer with the services and equipment identified on the first page of the applicable service agreement between Cebridge and the Customer. However, if Cebridge determines that Customer's location is not serviceable under Cebridge's normal installation guidelines, Cebridge may terminate this Agreement. Customer is responsible for damage to any Cebridge equipment. Customer may use the services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cebridge network, equipment or facilities and/or (b) complies with Cebridge's applicable Acceptable Use Policies ("AUP") of the applicable service. Customer shall use the equipment only for the purpose of receiving the services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Cebridge or permit tampering, altering or repair of the equipment by any person other than Cebridge's authorized personnel. Unless provided otherwise herein, Cebridge shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Cebridge shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. Cebridge is not responsible for the networks or facilities of third parties which may be necessary to provide Service.

Service Date and Terms

Service shall be provided effective upon execution of a service agreement between the parties. Services shall be provided for the applicable term set forth on the first page of such agreement. Cebridge shall use reasonable efforts to make the Services available by the requested service date. Cebridge shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

Customer Responsibilities

Customer is responsible for arranging all necessary rights of access for Cebridge within the Customer's premises, including space for cables, conduits, and equipment as necessary for Cebridge-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cebridge. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cebridge's equipment. Customer shall use the services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Cebridge, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the services selected and with the Cebridge network.

Equipment

Unless otherwise provided herein, Customer agrees that Cebridge shall retain all rights, title and interest to facilities and equipment installed by Cebridge thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal wiring shall not be considered equipment and shall become the property of Customer upon initiation of service. Cebridge shall install equipment necessary to furnish the Services to Customer. Customer shall not modify or relocate equipment installed by Cebridge or install any other equipment, including servers in connection with data/Internet without the prior written consent of Cebridge. For Cebridge-owned equipment, Customer shall, at the expiration of termination of the applicable service agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Cebridge in good condition, Customer shall be responsible for the value of such equipment. Cebridge shall repair any equipment owned by Cebridge at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment including, but not limited to, monitors, computers, circuits software or other devices are required by Customer to use the Services, Customer shall be responsible for such equipment.

Rates

Rates, charges and any applicable service fees for the services provided by Cebridge to Customer will be subject to negotiations on an individual case basis, consistent with the rules and procedures governing the Federal Communications Commission's Schools and Libraries Program.

March 29, 2006

IMPORTANT NOTICE REGARDING YOUR E-RATE SERVICE

Dear TCA Communications E-rate Customer:

We are writing to let you know about important and exciting news concerning the services provided under the federal Schools and Libraries program ("E-rate") currently provided by TCA Communications ("TCA").

On or about May 1, 2006, ownership of TCA, which provides E-rate service to you will be transferred to another telecommunications company, a subsidiary of Cebridge Connections Holdings, LLC. At that time, Cebridge Connections Holdings, LLC and its affiliates (together, "Cebridge") will provide communications services to you and approximately 1.3 million customers throughout the United States.

How will the transfer affect your rates and service?

The transfer will not affect your current rates and service in any discernible way in the foreseeable future. Because Cebridge will continue to offer E-rate service in the same way that TCA has, immediately following the transfer to Cebridge you will continue to have the same telephone number (if applicable to your E-rate service) and receive the same services at the same rates, terms and conditions as you do now. If you currently subscribe to TCA for local toll and/or intrastate long distance services, Cebridge will also continue to provide those services as they are currently provided to you by TCA. A brief summary of the current rates, terms and conditions is included with this letter for your reference.

You will not be charged any fees for the transfer to Cebridge, and Cebridge will be responsible for any carrier change fees that might apply as a result of such transfer to Cebridge. Cebridge will notify you of any future changes in rates, terms and conditions of service as required by law.

What are the next steps?

You don't have to do a thing! Of course, you are free select a new service provider at the end of the current term of your agreement with TCA (subject to applicable contractual and regulatory requirements), but we are confident that you will continue to be satisfied with the service provided by Cebridge. If you decide to select a new service provider you must contact that provider yourself prior to May 1, 2006, which may result in additional charges. If you make no change you will automatically become a customer of Cebridge. If you have not notified TCA that you have arranged with another service provider for service to commence on or before the date of the transfer, you automatically will become a Cebridge customer for the telecommunications services you currently purchase from TCA.

We anticipate the date for the transfer may be as soon as thirty (30) days from the date of this letter, or as soon thereafter as the necessary regulatory approvals are obtained. If you have placed a preferred carrier "freeze" on your TCA services to prevent their unauthorized transfer to another service provider, FCC rules require that the freeze be lifted at the time of the transfer to Cebridge. At your request, Cebridge will reestablish preferred carrier "freeze" protection for your account after the transfer.

If you have any questions:

If you would like to obtain a copy of your E-rate agreement with TCA or need additional information about the rates, terms and conditions of your current service, please call TCA at 877-315-0500. Following the transfer Cebridge will assume ultimate responsibility for any outstanding complaints and any complaints concerning this transfer. However, all such complaints will continue to be processed through the existing service provider, TCA. Accordingly, for all questions regarding billing, repairs, service needs or complaints, please contact TCA at the toll free number listed above. If you would like to know more about Cebridge generally, please contact Cebridge at 866-326-9006 or visit Cebridge online at www.cebridge.net.

We look forward to serving you!

Thank you,

TCA Communications and Cebridge Connections

Summary of Rates, Terms and Conditions of E-Rate Service

THE FOLLOWING IS A SUMMARY OF THE RATES, TERMS AND CONDITION OF THE SERVICES THAT CEBRIDGE WILL PROVIDE UNDER THE FEDERAL SCHOOLS AND LIBRARIES ("E-RATE") PROGRAM FOLLOWING THE TRANSFER DESCRIBED IN THE ATTACHED NOTICE. THESE RATES, TERMS, AND CONDITIONS WILL BE IDENTICAL TO THE TERMS OF SERVICE PROVIDED TO THE CUSTOMER PRIOR TO THE TRANSFER OF TELECOMMUNICATION SYSTEMS TO CEBRIDGE. ANY CHANGES THAT MAY OCCUR IN THE FUTURE WILL BE SUBJECT TO APPLICABLE STATE AND FEDERAL REQUIREMENTS.

Service and Installation

Cebridge shall provide Customer with the services and equipment identified on the first page of the applicable service agreement between Cebridge and the Customer. However, if Cebridge determines that Customer's location is not serviceable under Cebridge's normal installation guidelines, Cebridge may terminate this Agreement. Customer is responsible for damage to any Cebridge equipment. Customer may use the services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cebridge network, equipment or facilities and/or (b) complies with Cebridge's applicable Acceptable Use Policies ("AUP") of the applicable service. Customer shall use the equipment only for the purpose of receiving the services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Cebridge or permit tampering, altering or repair of the equipment by any person other than Cebridge's authorized personnel. Unless provided otherwise herein, Cebridge shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Cebridge shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. Cebridge is not responsible for the networks or facilities of third parties which may be necessary to provide Service.

Service Date and Terms

Service shall be provided effective upon execution of a service agreement between the parties. Services shall be provided for the applicable term set forth on the first page of such agreement. Cebridge shall use reasonable efforts to make the Services available by the requested service date. Cebridge shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

Customer Responsibilities

Customer is responsible for arranging all necessary rights of access for Cebridge within the Customer's premises, including space for cables, conduits, and equipment as necessary for Cebridge-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cebridge. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cebridge's equipment. Customer shall use the services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Cebridge, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the services selected and with the Cebridge network.

Equipment

Unless otherwise provided herein, Customer agrees that Cebridge shall retain all rights, title and interest to facilities and equipment installed by Cebridge thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal wiring shall not be considered equipment and shall become the property of Customer upon initiation of service. Cebridge shall install equipment necessary to furnish the Services to Customer. Customer shall not modify or relocated equipment installed by Cebridge or install any other equipment, including servers in connection with data/Internet without the prior written consent of Cebridge. For Cebridge-owned equipment, Customer shall, at the expiration of termination of the applicable service agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Cebridge in good condition, Customer shall be responsible for the value of such equipment. Cebridge shall repair any equipment owned by Cebridge at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment including, but not limited to, monitors, computers, circuits software or other devices are required by Customer to use the Services, Customer shall be responsible for such equipment.

Rates

Rates, charges and any applicable service fees for the services provided by Cebridge to Customer will be subject to negotiations on an individual case basis, consistent with the rules and procedures governing the Federal Communications Commission's Schools and Libraries Program.

March 29, 2006

IMPORTANT NOTICE REGARDING YOUR E-RATE SERVICE

Dear Cox Texas Telcom, L.P. E-rate Customer:

We are writing to let you know about important and exciting news concerning the services provided under the federal Schools and Libraries program ("E-rate") currently provided by Cox Texas Telcom, L.P. ("Cox").

On or about May 1, 2006, ownership of Cox, which provides E-rate service to you will be transferred to another telecommunications company, a subsidiary of Cebridge Connections Holdings, LLC. At that time, Cebridge Connections Holdings, LLC and its affiliates (together, "Cebridge") will provide communications services to you and approximately 1.3 million customers throughout the United States.

How will the transfer affect your rates and service?

The transfer will not affect your current rates and service in any discernible way in the foreseeable future. Because Cebridge will continue to offer E-rate service in the same way that Cox has, immediately following the transfer to Cebridge you will continue to have the same telephone number (if applicable to your E-rate service) and receive the same services at the same rates, terms and conditions as you do now. If you currently subscribe to Cox for local toll and/or intrastate long distance services, Cebridge will also continue to provide those services as they are currently provided to you by Cox. A brief summary of the current rates, terms and conditions is included with this letter for your reference.

You will not be charged any fees for the transfer to Cebridge, and Cebridge will be responsible for any carrier change fees that might apply as a result of such transfer to Cebridge. Cebridge will notify you of any future changes in rates, terms and conditions of service as required by law.

What are the next steps?

You don't have to do a thing! Of course, you are free select a new service provider at the end of the current term of your agreement with Cox (subject to applicable contractual and regulatory requirements), but we are confident that you will continue to be satisfied with the service provided by Cebridge. If you decide to select a new service provider you must contact that provider yourself prior to May 1, 2006, which may result in additional charges. If you make no change you will automatically become a customer of Cebridge. If you have not notified Cox that you have arranged with another service provider for service to commence on or before the date of the transfer, you automatically will become a Cebridge customer for the telecommunications services you currently purchase from Cox.

We anticipate the date for the transfer may be as soon as thirty (30) days from the date of this letter, or as soon thereafter as the necessary regulatory approvals are obtained. If you have placed a preferred carrier "freeze" on your Cox services to prevent their unauthorized transfer to another service provider, FCC rules require that the freeze be lifted at the time of the transfer to Cebridge. At your request, Cebridge will reestablish preferred carrier "freeze" protection for your account after the transfer.

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We look forward to serving you!

Thank you,

Cox Texas Telcom, L.P. and Cebridge Connections

Summary of Rates, Terms and Conditions of E-Rate Service

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Rates

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