

ORIGINAL  
MILLER  
ISAR INC.  
REGULATORY CONSULTANTS

040583-TX  
040584-TI

ANDREW O. ISAR

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SUITE 240  
GIG HARBOR, WA 98335  
TELEPHONE: 253.851.6700  
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HTTP://WWW.MILLERISAR.COM

RECEIVED FPSC  
JUN 21 AM 11:00  
COMMISSION  
CLERK

Via Overnight Delivery

June 18, 2004

Ms. Blanca Báyo  
Florida Public Service Commission  
Division of the Commission Clerk and Administrative Services  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Telscape Communications, Inc. ("Telscape") – Application for *Authority to Provide Alternative Local Exchange Service* and Application for *IXC Registration* form.

Dear Ms. Báyo:


Enclosed for filing are an original and six (6) copies of Telscape's Application for *Authority to Provide Alternative Local Exchange Service* ("CLEC Application") and an original and six (6) copies of Telscape's *IXC Registration*. Applicant further submits a combined local exchange and interexchange price list, incorporated into Exhibit D of Applicant's CLEC Application. Also, enclosed is a check payable to the Florida Public Service Commission in the amount of \$250.00 for applicable filing fees.

Applicant will submit its 2003 financial statements, to comply with Item 18 in Applicant's CLEC Application, when available. Please acknowledge receipt of this filing by file-stamping and returning the extra copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Questions concerning this filing may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

  
Andrew O. Isar

Enclosures

cc: Jeff Compton, Telscape Communications, Inc.

RECEIVED & FILED

  
FPSC-BUREAU OF RECORDS

040583-TX

ORIGINAL

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT**  
**CERTIFICATION**

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE**  
**ALTERNATIVE LOCAL EXCHANGE SERVICE**  
**WITHIN THE STATE OF FLORIDA**

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**Instructions**

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission**  
***Division of the Commission Clerk and Administrative Services***  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6770**

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission**  
**Division of Competitive Markets and Enforcement**  
**Certification**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6600**



## APPLICATION

1. This is an application for ☒ (check one):

- ☒ **Original certificate** (new company).
- ☐ **Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
- ☐ **Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
- ☐ **Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

## 2. Name of company:

Applicant's legal name is Telscape Communications, Inc.

## 3. Name under which the applicant will do business (fictitious name, etc.):

Applicant will not use a fictitious, "doing business as" ("d/b/a") name.

## 4. Official mailing address (including street name &amp; number, post office box, city, state, zip code):

Applicant's official address is:

Telscape Communications, Inc.  
606 East Huntington Drive  
Monrovia, CA 91016  
Tel. No.: 626.415.1000  
Fax. No.: 626.415.0104  
Web site: www.telscape.com

## 5. Florida address (including street name &amp; number, post office box, city, state, zip code):

Applicant will not maintain a physical office or address in the State of Florida.

**6. Structure of organization:**

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                     | <input type="checkbox"/> Corporation         |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership            | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other                          |  |

**7. If individual, provide:** Inapplicable. Applicant is a foreign corporation.

Name:

Title:

Address:

City/State/Zip:

Telephone No.: \_\_\_\_\_ Fax No.:

Internet E-Mail Address:

Internet Website Address:

**8. If incorporated in Florida, provide proof of authority to operate in Florida:**

(a) **The Florida Secretary of State corporate registration number:**

\_\_\_\_\_

Inapplicable. Applicant is a foreign corporation.

**9. If foreign corporation, provide proof of authority to operate in Florida:**

(a) The Florida Secretary of State corporate registration number:

Applicant's Florida Secretary of State corporate registration number is F04000003371. Evidence of Applicant's corporate authority to transact business in Florida is attached hereto at **Exhibit A**.

**10. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:**

(a) The Florida Secretary of State fictitious name registration number:

Inapplicable. Applicant will not utilize a fictitious name.

**11. If a limited liability partnership, provide proof of registration to operate in Florida:**

(a) The Florida Secretary of State registration number:

Inapplicable. Applicant is a foreign corporation.

**12. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.**

Name:

Title:

Address:

City/State/Zip:

Telephone No.: \_\_\_\_\_ Fax No.:

Internet E-Mail Address:

Internet Website Address:

Inapplicable. Applicant is a foreign corporation.

**13. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.**

(a) The Florida registration number:

Inapplicable. Applicant is a foreign corporation.

**14. Provide F.E.I. Number(if applicable):**

Applicant's F.E.I. Number (Federal Tax Identification Number) is 52-2332306.

**15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:**

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

No officers, directors, or any of Applicant's ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, and no pending proceedings exist where such actions may result.

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No officers, directors, or any of Applicant's ten largest stockholders have previously been an officer, director, partner or stockholder in any other Florida certificated telephone company.

**16. Who will serve as liaison to the Commission with regard to the following?**

(a) The application:

Questions or other communications regarding this Application should be directed to:

Jeff Compton  
Vice President – Carrier Relations  
Telscape Telecommunications, Inc.  
606 East Huntington Drive  
Monrovia, CA 91016  
Tel. No.: 626.415.1016  
Fax. No.: 626.415.0104  
e-mail address: [jcompton@telscape.net](mailto:jcompton@telscape.net)

And to:

Andrew O. Isar  
Miller Isar, Inc.  
7901 Skansie Ave., Suite 240  
Gig Harbor, WA 98335  
Telephone: 253.851.6700  
Facsimile: 253.851.6474  
E-mail: [aisar@millerisar.com](mailto:aisar@millerisar.com)

**16. Who will serve as liaison to the Commission with regard to the following?**  
(continued)

(b) Official point of contact for the ongoing operations of the company:

Applicant's official point of contact for the ongoing operations of the company is:

Jeff Compton  
Vice President – Carrier Relations  
Telscape Telecommunications, Inc.  
606 East Huntington Drive  
Monrovia, CA 91016  
Tel. No.: 626.415.1016  
Fax. No.: 626.415.0104  
e-mail address: [jcompton@telscape.net](mailto:jcompton@telscape.net)

(c) Complaints/Inquiries from customers:

Customer Complaints/Inquiries may be directed to:

Telscape Telecommunications, Inc.  
606 East Huntington Drive  
Monrovia, CA 91016  
Tel. No.: (626) 415-1016  
Fax. No.: (626) 415-0104  
Toll Free: (800) 835-7227

**17. List the states in which the applicant:**

(a) has operated as an alternative local exchange company.

Applicant has been granted authority to provide, and provides, competitive local exchange carrier authority in the States of Arizona, California, Illinois, Nevada and Texas.

**17. List the states in which the applicant:** (continued)

- (b) has applications pending to be certificated as an alternative local exchange company.

Applicant has no applications pending to be certificated as an alternative local exchange company.

- (c) is certificated to operate as an alternative local exchange company.

Applicant has been granted authority to provide, and provides, competitive local exchange carrier authority in the States of Arizona, California, Illinois, Nevada and Texas.

- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

In no instance has Applicant been denied authority to operate as an alternative local exchange company.

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

In no instance has Applicant had regulatory penalties imposed for violations of telecommunications statutes.

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

In no instance has Applicant been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

**18. Submit the following:**

- A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.**
- B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.**

Applicant possesses the managerial and technical qualifications to execute its business plan, provide its proposed telecommunications services, and operate and maintain facilities over which its services will be deployed, as evidenced by summaries to senior management experience are attached as **Exhibit B**.

Applicant's senior management team has extensive business experience in the telecommunications industry, including marketing, network operations, and financial analysis/accounting. As the biographical summaries of Applicant's senior management team reflect, these individuals have substantial experience in managing telecommunications operations. Applicant's senior managers are well qualified to oversee and direct Applicant's business and network operations.



**18. Submit the following:** (continued)

**C. Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet:
2. income statement: and
3. statement of retained earnings.

**NOTE:** *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Applicant is financial viable, as demonstrated by the financial statements of Telscape Telecommunications, Inc., for the two year period of 2002 and 2003,<sup>1</sup> attached hereto as **Exhibit C**. Applicant is a well-established entity with nearly three years of operating experience. Applicant is profitable, well capitalized, imposes no financial risk to the public and is well qualified to serve residents in the State of Florida.

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<sup>1</sup> Applicant was organized under the laws of Delaware on June 19, 2001.

**18. Submit the following:** (continued)

**C. Financial capability.** (continued)

Further, Applicant does not require construction of its own facilities, nor does it have plans to construct facilities of its own at this time. Therefore, Applicant requires no additional capitalization or financing to serve Florida subscribers, nor does it expect to incur significant expense to provide competitive local exchange services in conjunction with the intrastate interexchange services it already provides.

Applicant's strong financial standing ensure that Applicant is capable to meet any lease obligations it may incur.

THIS PAGE MUST BE COMPLETED AND SIGNED

**APPLICANT ACKNOWLEDGMENT STATEMENT**

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Ruben Garcia



**Print Name**

**Signature**

President and CEO

June 17, 2004

**Title**

**Date**

626.415.1000

626.415.0104

**Telephone No.**

**Fax No.**

**Address:**

606 East Huntington Drive  
Monrovia, CA 91016  
e-mail address:

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

**Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."**

**UTILITY OFFICIAL:**

Ruben Garcia



**Print Name**

**Signature**

President and CEO

June 17, 2004

**Title**

**Date**

626.415.1000

626.415.0104

**Telephone No.**

**Fax No.**

**Address:**

606 East Huntington Drive  
Monrovia, CA 91016

**INTRASTATE NETWORK (if available)**

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. **POP:** Addresses where located, and indicate if owned or leased.

As Applicant will be providing facilities-based competitive local exchange services via Unbundled Network Elements – Platform, the Applicant's POP will be the same as its underlying carrier(s).

1) \_\_\_\_\_ 2) \_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_ 4) \_\_\_\_\_

\_\_\_\_\_

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP

OWNERSHIP

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

Inapplicable. Applicant does not maintain points of presence, switching equipment or transmission facilities. Applicant will engage in the provision of resold services and will utilize unbundled network elements obtained from other carriers certified by the Florida Public Service Commission, to provide competitive local exchange carrier services to Florida subscribers.

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT**  
**CERTIFICATION**

**APPLICATION FORM**  
**Of Telscape Telecommunications, Inc.**  
**for**  
**AUTHORITY TO PROVIDE**  
**ALTERNATIVE LOCAL EXCHANGE SERVICE**  
**WITHIN THE STATE OF FLORIDA**

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**Listing of Exhibits**

<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>
<b>A</b>	<b>EVIDENCE OF APPLICANT'S CORPORATE AUTHORITY TO TRANSACT BUSINESS IN FLORIDA</b>
<b>B</b>	<b>EXECUTIVE PROFILES</b>
<b>C</b>	<b>FINANCIAL STATEMENTS</b>
<b>D</b>	<b>PROPOSED PRICE LIST</b>
<b>E</b>	<b>MOTION FOR PROTECTIVE ORDER</b>

**EXHIBIT A**

**EVIDENCE OF APPLICANT'S CORPORATE AUTHORITY TO TRANSACT  
BUSINESS IN FLORIDA**

(ATTACHED)

# State of Florida



## Department of State

I certify from the records of this office that TELSCAPE COMMUNICATIONS, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on June 15, 2004.

The document number of this corporation is F04000003371.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 404A00040221-061604-F04000003371-1/1, noted below.

Authentication Code: 404A00040221-061604-F04000003371-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixteenth day of June, 2004



*Glenda E. Hood*

Glenda E. Hood  
Secretary of State





FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

June 16, 2004

TELSCAPE COMMUNICATIONS, INC.  
606 E. HUNTINGTON DRIVE  
MONROVIA, CA 91016

Qualification documents for TELSCAPE COMMUNICATIONS, INC. were filed on June 15, 2004 and assigned document number F04000003371. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H04000125357.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

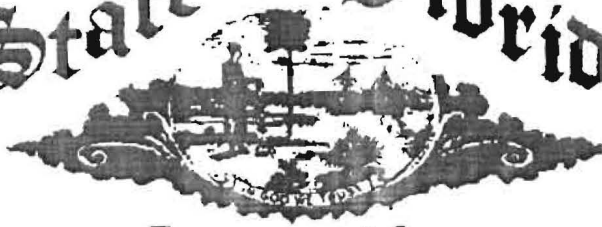
Should you have any questions regarding this matter, please contact this office at the address given below.

Lee Rivers  
Document Specialist  
Registration/Foreign Qualification  
Division of Corporations

Letter Number: 404A00040221

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by TELSCAPE COMMUNICATIONS, INC., a Delaware corporation, authorized to transact business within the State of Florida on June 15, 2004 as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H04000125357. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is F04000003371.

Authentication Code: 404A00040221-061604-F04000003371-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixteenth day of June, 2004



*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

**EXHIBIT B**  
**EXECUTIVE PROFILES**  
(ATTACHED)

**Telscape Communications, Inc.**  
**Executive Profiles**

**Ruben Garcia, President and Chief Executive Officer.**

Mr. Garcia is co-founder of the company and has 25 years of telecommunications management experience. Prior to Telscape he served as Chief Operating Officer at ConexOne Wireless. He is a 20-year Pacific Bell veteran where he most recently served as VP and General Manager responsible for servicing more than 1.1 million Hispanic customers and managing 1,200 employees. While at Pacific Bell he held a variety of positions in customer operations, network, regulatory, marketing and sales. Mr. Garcia received a BA from UCLA. He is also a graduate of the UC Berkeley School of Business Executive Program and the Stanford Business School Executive Marketing Program.

**J. Alberto Lemus, SVP Marketing & Strategy.**

Mr. Lemus is also co-founder of Telscape and has 10 years of telecommunications management experience in strategy, marketing, sales, and customer service. He was formerly the Vice President of Business Development at ConexOne Wireless, where he spearheaded company strategy. Prior to ConexOne, he participated in Pacific Bell's Accelerated Management Program. During his 5-year tenure he held positions in network operations, customer service and sales. Mr. Lemus received an undergraduate degree from UCLA and obtained an MBA from Stanford University Graduate School of Business.

**Philip Siegel, SVP & Chief Financial Officer.**

Mr. Siegel joined Telscape in January 2002. He was previously Managing Director at MediaCom Ventures, a \$150 million private equity fund/incubator specializing in emerging Internet and communications companies. Prior to MediaCom, Mr. Siegel was CFO of International Telemedia Associates, a provider of telecom clearinghouse services, where he built the infrastructure and risk management systems that grew the company to \$300 million. He started his career at Deloitte & Touche. Mr. Siegel received a BBA in accounting from Emory University and is a CPA.

### **Pete Compton, SVP Network Operations**

Mr. Compton joined Telscape in July 1999 as Vice President, CLEC Network. After the Telscape merger he assumed the role of Senior Vice President responsible for all network and satellite operations in the US, Mexico and Central America. During his tenure, Mr. Compton completed four local networks, which included central office construction, installation of four Nortel DMS switches, and building 44-collocation cages. He also developed the US ATM Network. In Mexico he extended the Telscape fiber network to 18 major cities.

Prior to joining Telscape Mr. Compton was Director of Operations for First World Communications a California based CLEC. He was responsible for the engineering, development and installation of their fiber network. He was previously Director of Engineering at ResCom Communications, where he led the installation of communication systems in 132 Apartment complexes in 28 states. Mr. Compton is a veteran of Pacific Bell where he held various positions in network engineering, construction and operations.

### **Maria Valenzuela, VP Customer Operations**

Ms Valenzuela joined Telscape Communications on January 2000 as Director of Customer Operations responsible for the development of methods, procedures and policies. She assumed the role of Vice President of Customer Operations in January 2001. In this capacity she is responsible for customer care, collections, provisioning and quality assurance.

Prior to joining Telscape, Ms Valenzuela was the Director of Channel Management at Pacific Bell responsible for new product deployment and training of sales representative throughout the state of California. At both AT&T and Pacific Bell, she served in various capacities responsible for customer service, credit and collections, service order processing, and sales. Ms. Valenzuela led the implementation of a new revenue risk management system. She was also a member of the bilingual bill development team responsible for the creation and implementation of bilingual billing.

Ms Valenzuela is a graduate of the University of La Verne Executive Business Program.

**EXHIBIT C**  
**FINANCIAL STATEMENTS**

(CONFIDENTIAL)<sup>2</sup>

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<sup>2</sup> Applicant considers the attached financial statements confidential and requests proprietary treatment of such statements consistent with a grant of Applicant's *Motion for Protective Order*, filed contemporaneously with this application as Appendix E.

FORM PSC/CMU 8 (11/95)  
Required by Commission Rule Nos. 25-24.805,  
25-24.810, and 25-24.815

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**EXHIBIT D**  
**PROPOSED PRICE LIST**  
(ATTACHED)

FLORIDA TELECOMMUNICATIONS PRICE LIST

of

**Telscape Communications, Inc.**

606 E. Huntington Drive  
Monrovia, CA 91016

LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Price List ("Price List") contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Telscape Communications, Inc., ("Company") within the State of Florida. This Price List is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 606 E. Huntington Drive, Monrovia, CA 91016

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Issued Date: June 21, 2004

Effective Date:

Issued By: Jeff Compton, Vice President - Carrier Relations  
Telscape Communications, Inc.  
606 E. Huntington Drive  
Monrovia, CA 91016



**CHECK SHEET**

Sheets 1 through 82 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
Title	Original				
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
13	Original	43	Original	73	Original
14	Original	44	Original	74	Original
15	Original	45	Original	75	Original
16	Original	46	Original	76	Original
17	Original	47	Original	77	Original
18	Original	48	Original	78	Original
19	Original	49	Original	79	Original
20	Original	50	Original	80	Original
21	Original	51	Original	81	Original
22	Original	52	Original	82	Original
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

Issued Date: June 21, 2004

Effective Date:

Issued By: Jeff Compton, Vice President - Carrier Relations  
Telscape Communications, Inc.  
606 E. Huntington Drive  
Monrovia, CA 91016

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Issued Date: June 21, 2004

Effective Date:

Issued By: Jeff Compton, Vice President - Carrier Relations  
Telscape Communications, Inc.  
606 E. Huntington Drive  
Monrovia, CA 91016

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (D) To signify a **deletion**
- (I) To signify a rate **increase**
- (M) To signify that item has been moved from another location in the price list
- (N) To signify a **new** rate or regulation
- (R) To signify a rate **reduction**
- (T) To signify a change in **text** or regulation but no change in rate or charge.

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**PRICE LIST FORMAT**

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(I).
  - 2.1.1.A.1.(a).I.(I).(1).
- D. Check Sheets** – When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the Price List with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The price list user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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### **APPLICATION OF PRICE LIST**

This Price List contains the rates applicable to the provision of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Florida.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

**Authorized User** - A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

**Business Service** - A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

**Called Station** - The terminating point of a call (i.e., the called number).

**Calling Card** - A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**Central Office** - An operating office of the Company where connections are made between telephone exchange lines.

**Central Office Line** - A line providing direct or indirect access from a telephone or switchboard to a Central Office. Central Office Lines subject to PBX rate treatment are referred to as Central Office trunks.

**Change** - Includes the rearrangement or reclassification of existing service at the same location.

**Channel** - A point-to-point bi-directional path for Digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 Channels.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Commission** - Florida Public Service Commission

**Commitment Period** - The time period stated in a Customer contract wherein the Customer is obligated to continue service with the Company in accordance with the terms of the Contract.

**Company** – Telscape Communications, Inc.

**Credit Card** - A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer** - The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with price list regulation.

**Digital** - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

**Error** - A discrepancy or unintentional deviation by the Company from what is correct or true. An “error” can also be an omission in records.

**Exchange** - An area, consisting of one or more Central Office districts, within which a call between any two points is a local call.

**Exchange Access Line** - A Central Office Line furnished for direct or indirect access to the Exchange system.

**Exchange Service** - The provision to the Subscriber of access to the Exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a Central Office Line (Exchange Access Line) between the Central Office and the Subscriber's Premises.

**Holidays:** - Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Hunting:** - Routes a call to an idle Station line in a prearranged group when the Called Station is busy.

**Interface** - That point on the Premises of the Subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**Interruption** - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human Errors.

**LATA** - Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

**Local Calling Area** - The area, consisting of one or more Central Office districts, within which a Subscriber for Exchange Service may make telephone calls without a toll charge.

**Local Service or Local Exchange Service** - Telephone Exchange Service within a Local Calling Area.

**Move** - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the Same Premises.

**Network Control Signaling** - The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

**PBX** - A private branch exchange.

**Premises** - The space occupied by a Customer or Authorized User in a building or buildings or contiguous property not separated by a public right of way.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Same Premises** - All space in the same building in which one Subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same Subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

**Serving Central Office** - The Central Office from which Local Service is furnished.

**Station** - Each telephone on a line and where no telephone associated with the line is provided on the Same Premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

**Subscriber:** - See “Customer” definition.

**Toll Call** - Any call extending beyond the local Exchange of the originating caller which is rated on a toll schedule by the Company.

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**SECTION 2 – RULES AND REGULATIONS****2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2. Company offers resold and facilities-based telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

**2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Price List.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for Errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.2. LIMITATIONS, Continued**

- 2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until this indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, Authorized User or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified Calling Card numbers or invalid Calling Card numbers to the Company, providing falsified or invalid Credit Card numbers to the Company or in any way misrepresenting the identity of the Customer.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.3. USE, Continued**

- 2.3.5. Recording of telephone conversations of service provided by the Company under this Price List is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, Interruptions, delays, Errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, Interruptions, delays, Errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable Interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Price List to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.11. With respect to Emergency Number 911 Service:
- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, Errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
  - B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
  - C. Access to 911 service will be maintained during temporary disconnections for nonpayment of a residential Subscriber's Local Service.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.12. In the absence of gross negligence or willful misconduct, no liability for damages arising from Errors, mistakes in or omissions of directory listings, or Errors, mistakes or omissions of listings obtainable from the directory assistance operator, including Errors in the reporting thereof, will attach to the Company.
- 2.4.13. The Company's liability arising from Errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Exchange Service affected during the period covered by the directory in which the Error or omission occurs.
- 2.4.14. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.15. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Price List, the Customer agrees to the release of such information under the above provision.
- 2.4.16. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Price List. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.5. EQUIPMENT AND FACILITIES**

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Price List, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Price List. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. Network Control Signaling when performed by Customer-provided Network Control Signaling equipment.

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

**2.6. CUSTOMER RESPONSIBILITIES**

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Price List.

2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

- 2.7.1. Credit allowance for Interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of Channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any Interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for service, every month shall be considered to have 30 days. No credit shall be allowed for an Interruption of a continuous duration of less than four hours.
- 2.7.3. An Interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An Interruption period ends when the service, facility or circuit is operative.
- 2.7.4. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.5. Only Customers receiving services utilizing the Company's facilities and switch equipment will be entitled to credit allowances.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued**

2.7.6. No credit allowances will be made for any Interruption in service:

- A. due to the negligence of, or non-compliance with the provisions of this Price List, by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company.
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company.
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting Interruptions;
- E. during any period in which the Customer continues to use the service on a impaired basis;
- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued**

- 2.7.7. Credits for Interruptions of Service shall in no event exceed an amount equivalent to the Monthly Facility Charge for the month of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance as provided in Section 2.7.9. is applied against the rates specified and is dependent upon the length of the Interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

A credit allowance will be given for Interruptions of Service of four (4) hours or more.

2.7.8. Credit for Service Interruption

Customers experiencing Interruptions of Service as herein defined will be credited as follows:

<b>Length of Service Interruption</b>	<b>Credit Allowance</b>
Less than four (4) hours	None
Four (4) hours up to but not including eight (8) hours	1/3 of day for monthly recurring charges
Eight (8) hours up to but not including twelve (12) hours	½ of day for monthly recurring charges
Twelve (12) hours up to but not including sixteen (16) hours	2/3 of day for monthly recurring charges
Sixteen (16) hours up to but not including twenty-four hours (24) hours	One-day for monthly recurring charges
Twenty-four (24) hours or longer	One day for monthly recurring charges, each 24 hour period.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.8. RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

**2.9. MINIMUM SERVICE PERIOD**

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is Moved within the same building, to another building on the Same Premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.9. MINIMUM SERVICE PERIOD, Continued**

- 2.9.4. The case where a Customer engages in a contract for the Company's services, the minimum service period shall be the Commitment Period stated in the contract. At the end of the Commitment Period, the Contract will remain in effect until the Customer or the Company provide written notice of termination in accordance with the terms and conditions of the Contract.

**2.10. ACCESS TO CUSTOMER'S PREMISES**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

**2.11. PAYMENTS AND BILLING**

- 2.11.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.
- 2.11.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.11.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.11. PAYMENTS AND BILLING, Continued**

- 2.11.4. Billing disputes should be addressed to Company's Customer service organization via telephone to 866.847.1500. Customer service representatives are available from 9:00 AM to 6:00 PM Eastern Time. Messages may be left for Customer Services from 6:01 PM to 8:59 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service, in which case Customer Service Staff may be paged.
- 2.11.5. In the case of a 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:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
  - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission's Division of Consumer Affairs for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Gerald Gunter Building  
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100  
Toll free number: 800.342.3552

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.12. CANCELLATION BY CUSTOMER**

- 2.12.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local Exchange company charges, if any, for Service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.13. CANCELLATION BY COMPANY**

- 2.13.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
  - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
  - D. For unlawful use of the service or use of the service for unlawful purposes; or
  - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.13.2. Company may discontinue service according to the following conditions upon ten (10) days' written notice:
- A. For violation of Company's filed Price Lists; or
  - B. For the non-payment of any proper charge as provided by Company's Price List; or
  - C. For Customer's breach of the contract for service between the Company and Customer; or
  - D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.13. CANCELLATION BY COMPANY, Continued**

- 2.13.3. Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
- A. The use of facilities or service of the Company without payment of Price List charges;
  - B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
  - C. The use of profane or obscene language;
  - D. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- 2.13.4. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.13.5. The Company may refuse to permit collect calling, Calling Card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.14. ADVANCE PAYMENTS**

- 2.14.1. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.
- 2.14.2. Advanced payments will be refunded, along with accrued interest, when one (1) of the following is met:
- A. Service has been terminated or discontinued; or
  - B. The Customer has established acceptable credit as specified elsewhere in this Price List; or
  - C. A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive billings. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date. A refund shall not be made if Service has been suspended for non-payment within the previous twelve (12) months.
- 2.14.3. If a Customer has had service discontinued for nonpayment of his bill or has failed to make timely payment of his bills for a period of twelve (12) consecutive billings, then the Company will thereafter review the account every twelve (12) billings. The Company shall promptly and automatically refund the advanced payment plus accrued interest after the Customer has not had service discontinued for nonpayment of his bill or has made timely payment of his bills during the twelve (12) months prior to any review and is not then delinquent in payment of his bills.
- 2.14.4. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the advance payment, and the difference will be refunded, if applicable.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.15. INTERCONNECTION**

- 2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly Interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special Interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs or price lists. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

**2.16. FULL FORCE AND EFFECT**

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

**2.17. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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**SECTION 3 - SERVICE DESCRIPTIONS****3.1. APPLICATION OF RATES****3.1.1. Applicability**

These rates are applicable to business and residential service.

**3.1.2. Service Areas**

Exchange Service areas for each Exchange are identified on maps contained in the BellSouth Telecommunications, Inc. General Subscriber Service tariff.

**3.2. LOCAL EXCHANGE SERVICE****3.2.1. General**

- A. Local Exchange Service provides for telephonic connection to, and a unique telephone number address on, the public switched telecommunications network. Local Exchange Service enables users to place and receive calls from other Stations on the public switched telephone network, access other services offered by Company, access certain interstate and international services offered by Company, access operator and directory assistance services, and access emergency services by dialing 0- or 9-1-1.
- B. Local Exchange Service requires a business or residence basic access line. Residence access lines may include an allowance for calls for which there are no usage charges. One listing in the alphabetical directory is included.
- C. Basic Local Exchange Service as offered in this Price List, is comprised of Exchange Access Lines defined as follows:
  - 1. Exchange Access Line – The Serving Central Office line equipment and all the Company plant facilities up to and including the Company-provided standard network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.
  - 2. Exchange Access Lines are subject to the nonrecurring charges specified in this Price List.

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**SECTION 3 - SERVICE DESCRIPTIONS, Continued****3.2. LOCAL EXCHANGE SERVICE, Continued****3.2.1. General, Continued**

C., Continued

3. Rates for basic Local Exchange Service are applied on the basis of statewide groupings according to the total number of Exchange Access Lines, PBX trunks and network access registers in the Local Calling Area excluding the Extended Calling Service Exchanges.
4. Exchange Service Areas for each Exchange are identified on maps contained in the BellSouth Telecommunications, Inc. General Subscriber Service tariff.
5. The rates for service and equipment not specifically shown in this section are presented in other sections of this Price List.

**3.2.2. Statewide Rate Groups**

The statewide rate schedules in this Price List section are applicable to Exchange Access Lines. The groupings are based on Exchange Access Lines, PBX trunks and network access registers in the Local Calling Areas. These groupings exclude Exchange Access Lines in the Extended Calling Service additional Exchanges or in the expanded Local Calling Area of any other service in this Price List.

**Group      Total Exchange Access Lines and PBX Trunks-Upper Limits**

1	2,000
2	7,000
3	22,000
4	55,000
5	120,000
6	195,000
7	280,000
8	375,000
9	450,000
10	550,000
11	700,000
12	Unlimited

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**SECTION 3 - SERVICE DESCRIPTIONS, Continued****3.2. LOCAL EXCHANGE SERVICE, Continued****3.2.3. Statewide Rate Group Examples**

<b>Exchange by Town</b>	<b>Rate Group</b>
Big Pine Key, Cedar Key	1
Bronson, Cross City, Old Town, Trenton	2
Belle Glade, Bunnell, Chiefland, Chipley, Fernandina Beach, Flagler Beach, Graceville, Keystone Heights, Marathon, North Key Largo, Pahokee, Palm Coast, Sunny Hills, Vernon	3
DeLeon Springs, Green Cover Springs, Islamaorada, Key Largo, Key West, Lake City, New Smyrna Beach, Oak Hill, Orange Park, Pierson, Pomona Park, St. Augustine, Sugarloaf Key, Welaka, Yankeetown, Youngstown	4
Archer, Brooksville, DeBary, Deland, Ft. Pierce, Hawthorne, Jensen Beach, Lynn Haven, Micanopy, Newberry, Palm City, Panama City, Panama City Beach, Titusville, Vero Beach, Weekiwachee Springs	5
Cantonment, Century, Daytona Beach, Dunnellon, Gainesville, Gulf Breeze, Havana, Hobe Sound, Holley-Navarre, Milton, Munson, Pace, Pesacola, Port St. Luicie, Sebastian, Stuart	6
Cocoa, Cocoa Beach, Eau Gallie Beach, Geneva, Melbourne	7
Delray Beach, Sanford, Yulee	8
Baldwin, Ft. George, Jacksonville Beach, Julington, Jupiter, Maxville, Middleburg, Orange Park, Ponte Vedra Beach, West Palm Beach	9
Boca Raton, Boynton Beach, Jacksonville	10
East Orange, Orlando, Oviedo, St. Johns	11
Coral Springs, Deerfield Beach, Ft. Lauderdale, Hollywood, Homestead, Miami, North Dade, Perrine, Pompano Beach	12

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**SECTION 3 - SERVICE DESCRIPTIONS, Continued****3.3. BASIC BUSINESS SERVICE****3.3.1. Business Packaged Service Plans****A. Local 500 Plan**

Provides local access and long distance access for three lines with unlimited local calling and 500 minutes of IntraLATA calling. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

**B. Local 1000 Plan**

Provides local access and long distance access for three lines with unlimited local calling and 1,000 minutes of IntraLATA calling. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

**C. Local 1500 Plan**

Provides local access and long distance access for three lines with unlimited local calling and 1500 minutes of IntraLATA calling. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

**D. National 500 Plan**

Provides local access and long distance access for three lines with unlimited local calling and 500 minutes of IntraLATA calling and 500 minutes of InterLATA calling within the 48 contiguous states. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

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**SECTION 3 - SERVICE DESCRIPTIONS, Continued****3.3. BASIC BUSINESS SERVICE, Continued****3.3.1. Business Packaged Service Plans, Continued****E. National 1000 Plan**

Provides local access and long distance access for three lines with unlimited local calling, 500 minutes of IntraLATA calling and 1000 minutes of InterLATA calling within the 48 contiguous states. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

**F. National 1500 Plan**

Provides local access and long distance access for three lines with unlimited local calling, 500 minutes of IntraLATA calling and 1500 minutes of InterLATA calling within the 48 contiguous states. Five compatible features, excepting voice mail, must be selected and may be used in any combination on any of the three lines as specified at time of order. Voice Mail, if desired, must be selected as a stand-alone item and is available to on-net customers only. Included minutes do not roll over month to month.

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**SECTION 3 - SERVICE DESCRIPTIONS, Continued****3.4. BASIC RESIDENTIAL SERVICE****3.4.1. Residential Packaged Service Plans****A. Simple 3**

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Three compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected ala carte.

**B. Simple 5**

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Five compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected a la carte.

**C. Economic 5, US 130**

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Five compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected a la carte. This service plan includes one hundred-thirty (130) minutes of interstate long distance within the 48 contiguous states. Included minutes do not rollover per month.

**D. Economic 5, Mexico 30**

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Five compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected a la carte. Thirty (30) included minutes to any point within Mexico. Included minutes do not rollover per month.

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**SECTION 3 - SERVICE DESCRIPTIONS, Continued****3.4. BASIC RESIDENTIAL SERVICE, Continued****3.4.1. Residential Packaged Service Plans, Continued****E. Economic 5, US 130/Mexico 30**

Provides local access, InterLATA access and unlimited local calling in addition to Inter-LATA and beyond. Five compatible features excepting voicemail must be selected. Voicemail, if desired, must be selected a la carte. This service plan includes one hundred-thirty (130) minutes of interstate long distance within the 48 contiguous states and thirty (30) included minutes of long distance to any point within Mexico. Included minutes do not rollover per month.

**F. Economic 5, Mexico 10/20**

Provides local access and unlimited local calls in addition to inter-LATA and beyond. Long Distance is within the Telscape long distance only. Five compatible features, excepting voice mail, must be selected. Voice Mail, if desired, must be selected ala carte. Customers choosing this plan will enjoy Mexico calling rates of \$0.10 per minute within bands 1, 2 and 3 and of \$0.20 per minute within bands 4 – 8.

**3.5. SPECIAL TERMS AND CONDITIONS**

Charges for calls are based on the period in which the call is made, the length of the call and the zone from which the call is made. Peak and Off Peak Periods are as follows:

Peak Period	Monday through Friday, 6:00 a.m. - 5:59 p.m.
Off Peak Period	All non-peak periods plus recognized Holidays.

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**SECTION 3 - SERVICE DESCRIPTIONS, Continued****3.6. CUSTOM CALLING FEATURES DESCRIPTIONS**

**Anonymous Call Rejection** - Permits customers to automatically reject incoming calls when the call originates from a telephone number that has invoked a blocking feature that prevents the delivery of their number to the called party. When Anonymous Call Rejection is activated on the Customer's line and an incoming call marked private is received, the call will be routed to an announcement that informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered.

**Call Forwarding** - Permits a Customer to automatically transfer all incoming calls to another dialable telephone number.

**Call Forwarding Busy/Don't Answer** - Automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

**Call Trace** - Permits a Customer to automatically trace the telephone number of the line.

**Call Waiting** - Provides a tone signal when a second call comes through a line in use.

**Call Waiting ID** - An enhanced feature of Call Waiting and Caller ID. Call Waiting ID displays a new incoming caller's name and number on a separate unit prior to answering. Call Waiting ID requires Call Waiting and Caller ID service.

**Caller ID and Call Name Delivery** - Permits a Customer to determine who is calling by displaying the caller's name and number when available.

**Caller ID Blocking** - Permits a Customer to withhold display of their telephone number, on an individual basis, from the telephone instrument of the party receiving the Customer's call. However, a Business Customer that places calls for telemarketing purposes shall not be permitted to withhold display of their telephone number.

**Distinctive Ringing** - Allows a Customer to designate telephone numbers from which incoming calls will have a distinctive ring.

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**SECTION 3 - SERVICE DESCRIPTIONS, Continued****3.6. CUSTOM CALLING FEATURES DESCRIPTIONS, Continued**

**Selective Call Acceptance** - Permits only selected incoming calls will be allowed to connect

**Selective Call Forward** - Automatically transfers specified calls to a different number. Permits a user to program up to 12 directory numbers to automatically forwarded to any 7 or 10 digit numbers.

**Selective Call Rejection** - Routes selected incoming calls to a pre-recorded announcement that calls are not being accepted.

**Speed Calling, 8 Code Capacity - Speed Calling, 30 Code Capacity** - Allows a Customer to dial up to 8 or 30 pre-selected numbers using an abbreviated dialing sequence.

**Three Way Calling** - Allows a Customer to add a third-party to an established connection without operator assistance.

**Voice Mail** - Answers all Customer calls and records messages when the Customer is on the phone or online. The Customer is provided with one greeting up to 60 seconds in length. The system will store 25 messages up to 2 minutes in length. The Customer has ten days to purge new and saved messages.

**\*66 Repeat Dialing** - Allows for continuous redialing of a busy number until the line is free.

**\*69 Call Return** - Call Return calls back the last number called to Customer within in the last 30 minutes even if the phone was not answered.

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**SECTION 4 - RATES****4.1. BASIC BUSINESS SERVICE RATES - BELLSOUTH SERVICE AREA****4.1.1. Service Establishment**

To process an order for service (per line, per order): \$67.00

**4.1.2. Service Charge (per line, per month):** \$9.30**4.1.3. Long Distance Access** \$2.85**4.1.4. Usage Based IntraLATA Toll Service**

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)

<u>Zone</u>	<u>First Minute</u>	<u>Add'l Minute</u>
1 & 2	\$0.026	\$0.008
3	\$0.064	\$0.014
IntraLATA	\$0.073	\$0.045

Off – Peak Period Rate (all non-peak periods plus recognized Holidays)

<u>Zone</u>	<u>First Minute</u>	<u>Add'l Minute</u>
1 & 2	\$0.019	\$0.006
3	\$0.045	\$0.010
IntraLATA	\$0.058	\$0.036

<b>4.1.5. Hunting Service Charge</b>	<b>MRC<sup>2</sup></b>	<b>NRC<sup>3</sup></b>
Per line	\$0.50	\$28.00

1 Zone usage measurement is divided into four zones. Zones 1 and 2 are 0-12 airline miles, Zone 3 is 13-16 airline miles, and IntraLATA is 17+ airline miles.

2 Monthly Recurring Charge

3 Non-Recurring Charge

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**SECTION 4 - RATES, Continued****4.1. BASIC BUSINESS SERVICE RATES - BELLSOUTH SERVICE AREA, Continued**

4.1.6.	Business Custom Calling Features	MRC	NRC
	Anonymous Call Rejection	\$3.70	\$4.50
	Call Forwarding	\$3.15	\$4.50
	Three Way Calling	\$3.25	\$4.50
	Speed Calling 30	\$3.10	\$4.50
	Call Forwarding Busy/Don't Answer	\$3.10	\$4.50
	Voice Mail (not available in a bundle)	\$7.55	\$9.95
	Call Waiting	\$3.00	\$4.50
	Distinctive Ringing	\$3.25	\$4.50
	*69 Call Return	\$3.10	\$4.50
	*66 Repeat Dialing	\$3.10	\$4.50
	Selective Call Acceptance	\$3.25	\$4.50
	Selective Call Rejection	\$3.10	\$4.50
	Selective Call Forward	\$3.25	\$4.50
	Call Trace	\$4.65	\$4.50
	Call Trace -- Law Enforcement	\$0.00	\$0.00
	Caller ID and Call Name Delivery	\$5.85	\$4.50
	Call ID Blocking	\$0.00	\$0.00
	Call Waiting ID	\$2.85	\$4.50
4.1.7.	Per Use Features	Per Use	
	*69 Call Return	\$0.95	
	*66 Repeat Dialing	\$0.95	
	Three Way Calling	\$0.95	

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**SECTION 4 - RATES, Continued****4.1. BASIC BUSINESS SERVICE RATES - BELLSOUTH SERVICE AREA, Continued**

4.1.8.	Business Packaged Service Plans	MRC	NRC
A.	Local 500 Plan	\$46.95	\$202.50
	Additional Local Access Lines, each	\$9.30	\$67.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
B.	Local 1000 Plan	\$57.95	\$202.50
	Additional Local Access Lines, each	\$9.30	\$67.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
C.	Local 1500 Plan	\$68.95	\$202.50
	Additional Local Access Lines, each	\$9.30	\$67.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
D.	National 500 Plan	\$76.95	\$202.50
	Additional Local Access Lines, each	\$9.30	\$67.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
E.	National 1000 Plan	\$106.95	\$202.50
	Additional Local Access Lines, each	\$9.30	\$67.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
F.	National 1500 Plan	\$136.95	\$223.50
	Additional Local Access Lines, each	\$9.30	\$67.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00

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**SECTION 4 - RATES, Continued****4.2. BASIC BUSINESS SERVICE – VERIZON, SPRINT SERVICE AREA****4.2.1. Service Establishment**

To process an order for service (per line, per order)	\$67.00
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4.2.2. Service Charge (per line, per month)	\$21.58
---	---------

4.2.3. Long Distance Access	\$2.85
-----------------------------	--------

**4.2.4. Usage Based IntraLATA Toll Service**Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)

<u>Zone</u>	<u>First Minute</u>	<u>Add'l Minute</u>
1 & 2	\$0.038	\$0.010
3	\$0.095	\$0.038
IntraLATA	\$0.108	\$0.067

Off - Peak Period Rate (all non-peak periods plus recognized Holidays)

<u>Zone</u>	<u>First Minute</u>	<u>Add'l Minute</u>
1 & 2	\$0.027	\$0.007
3	\$0.067	\$0.027
IntraLATA	\$0.087	\$0.053

4.2.5. Hunting Service Charge	<b>MRC</b>	<b>NRC</b>
Per Line	\$3.50	\$30.00

4 Zone usage measurement is divided into four zones. Zones 1 and 2 are 0-12 airline miles Zone 3 is 13-16 airline miles, and IntraLATA is 17+ airline miles.

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**SECTION 4 - RATES, Continued****4.2. BASIC BUSINESS SERVICE – VERIZON, SPRINT SERVICE AREA, Continued**

4.2.6.	Business Custom Calling Features	MRC	NRC
	Anonymous Call Rejection	\$3.70	\$4.50
	Call Forwarding	\$3.15	\$4.50
	Three Way Calling	\$3.25	\$4.50
	Speed Calling 30	\$3.10	\$4.50
	Call Forwarding Busy/Don't Answer	\$3.10	\$4.50
	Voice Mail (not available in a bundle)	\$7.55	\$9.95
	Call Waiting	\$3.00	\$4.50
	Distinctive Ringing	\$3.25	\$4.50
	*69 Call Return	\$3.10	\$4.50
	*66 Repeat Dialing	\$3.10	\$4.50
	Selective Call Acceptance	\$3.25	\$4.50
	Selective Call Rejection	\$3.10	\$4.50
	Selective Call Forward	\$3.25	\$4.50
	Call Trace	\$4.65	\$4.50
	Call Trace – Law Enforcement	\$0.00	\$0.00
	Caller ID and Call Name Delivery	\$5.85	\$4.50
	Call ID Blocking	\$0.00	\$0.00
	Call Waiting ID	\$3.35	\$4.50
4.2.7.	Per Use Features	Per Use	
	*69 Call Return	\$0.95	
	*66 Repeat	\$0.95	
	Three Way Calling	\$0.95	

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**SECTION 4 - RATES, Continued****4.2. BASIC BUSINESS SERVICE – VERIZON, SPRINT SERVICE AREA, Continued**

4.2.8.	Business Packaged Service Plans	MRC	NRC
A.	Local 500 Plan	\$95.95	\$264.50
	Additional Local Access Lines, each	\$21.58	\$55.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
B.	Local 1000	\$119.95	\$264.50
	Additional Local Access Lines, each	\$21.58	\$55.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
C.	Local 1500 Plan	\$143.95	\$264.50
	Additional Local Access Lines, each	\$21.58	\$55.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
D.	National 500	\$125.95	\$264.50
	Additional Local Access Lines, each	\$21.58	\$55.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
E.	National 1000 Plan	\$60.00	\$250.00
	Additional Local Access Lines, each	\$21.58	\$55.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00
F.	National 1500 Plan	\$125.95	\$264.50
	Additional Local Access Lines, each	\$21.58	\$55.00
	Additional Long Distance Access Lines, each	\$0.00	\$0.00

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**SECTION 4 - RATES, Continued****4.3. BASIC RESIDENTIAL SERVICE - BELLSOUTH SERVICE AREA****4.3.1. Service Establishment**

To process an order service (per line, per order): \$33.00

**4.3.2. Service Charge (per line, per month): \$16.95****4.3.3. Long Distance Access \$3.00****4.3.4. Usage Based IntraLATA Toll Service****Peak Period Rate**

(Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)

<b>Zone<sup>5</sup></b>	<b>First Minute</b>	<b>Add'l Minute</b>
1 & 2	\$0.000	\$0.000
3	\$0.080	\$0.018
IntraLATA	\$0.070	\$0.070

**Off – Peak Period Rate**

(all non-peak periods plus recognized Holidays)

<b>Zone</b>	<b>First Minute</b>	<b>Add'l Minute</b>
1 & 2	\$0.000	\$0.000
3	\$0.060	\$0.012
IntraLATA	\$0.070	\$0.070

5 Zone usage measurement is divided into four zones. Zones 1 and 2 are 0-12 airline miles, Zone 3 is 13-16 airline miles, and IntraLATA is 17+ airline miles.

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**SECTION 4 - RATES, Continued****4.3. BASIC RESIDENTIAL SERVICE - BELLSOUTH SERVICE AREA, Continued****4.3.5. Individual Residential Intrastate Calling Plans**

<b>Plan Name</b>	<b>Minutes Included In Plan</b>	<b>NRC</b>	<b>MRC</b>
US Plan 50	50	\$0.00	\$3.25
US Plan 130	130	\$0.00	\$8.00
Mexico Plan 30	30	\$0.00	\$8.50
Mexico Plan 100	100	\$0.00	\$25.00

The US Plans 50 and 130 include 50 minutes and 130 minutes respectively of free IntraLATA and InterLATA (domestic long distance) calls. The Mexico Plan 30 and 100 apply to international calls to Mexico only.

<b>4.3.6. Residential Customer Calling Features</b>	<b>MRC</b>	<b>NRC</b>
Anonymous Call Rejection	\$1.80	\$4.50
Call Forwarding	\$3.15	\$4.50
Three Way Calling	\$3.10	\$4.50
Speed Calling 8	\$3.10	\$4.50
Call Forwarding Busy/Don't Answer	\$3.10	\$4.50
Voice Mail (not available in a bundle)	\$7.55	\$4.50
Call Waiting	\$3.00	\$4.50
Call Waiting ID	\$2.85	\$4.50
Distinctive Ringing	\$3.25	\$4.50
*69 Call Return	\$3.10	\$4.50
*66 Repeat Dialing	\$3.10	\$4.50
Selective Call Acceptance	\$3.25	\$4.50
Selective Call Rejection	\$3.10	\$4.50
Selective Call Forward	\$3.10	\$4.50
Call Trace	\$4.65	\$4.50
Call Trace – Law Enforcement	\$0.00	\$0.00
Caller ID and Call Name Delivery	\$5.85	\$4.50
Call ID Blocking	\$0.00	\$0.00

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**SECTION 4 - RATES, Continued****4.3. BASIC RESIDENTIAL SERVICE - BELLSOUTH SERVICE AREA, Continued**

4.3.7.	Per Use Features	Per Use	
	*69 Call Return	\$0.95	
	*66 Repeat Dialing	\$0.95	
	Three Way Calling	\$0.95	
4.3.8.	Residential Packaged Service Plans	MRC	NRC
A.	Simple 3	\$33.00	\$21.95
B.	Simple 5	\$33.00	\$23.95
C.	Economic 5, US 130	\$33.00	\$31.95
D.	Economic 5, Mexico 30	\$33.00	\$31.95
E.	Economic 5, US 130/Mexico 30	\$33.00	\$39.95
F.	Economic 5, Mexico 10/20	N/A	\$30.00

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**SECTION 4 - RATES, Continued****4.4. BASIC RESIDENTIAL SERVICE - VERIZON, SPRINT SERVICE AREA****4.4.1. Service Establishment**

To process an order for service (first line, per order): \$33.00  
(each additional line in the same order):

**4.4.2. Service Charge**

(per line, per month): \$21.95

**4.4.3. Long Distance Access \$3.00****4.4.4. Usage Based intraLATA Toll Service**

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)

<u>Zone</u>	<u>First Minute</u>	<u>Add'l Minute</u>
1 & 2	\$0.000	\$0.000
3	\$0.100	\$0.040
IntraLATA	\$0.070	\$0.070

Off - Peak Period Rate (all non-peak periods plus recognized Holidays)

<u>Zone</u>	<u>First Minute</u>	<u>Add'l Minute</u>
1 & 2	\$0.000	\$0.000
3	\$0.070	\$0.026
IntraLATA	\$0.070	\$0.070

**4.4.5. Individual Residential Intrastate Calling Plans**

<b>Plan Name</b>	<b>Minutes Included In Plan</b>	<b>NRC</b>	<b>MRC</b>
US Plan 50	50	\$0.00	\$ 3.25
US Plan 130	130	\$0.00	\$ 8.00
Mexico Plan 30	30	\$0.00	\$ 8.50
Mexico Plan 100	100	\$0.00	\$25.00

6 Zone usage measurement is divided into four zones. Zones 1 and 2 are 0-12 airline miles, Zone 3 is 13-16 airline miles, and IntraLATA is 17+ airline miles.

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**SECTION 4 - RATES, Continued****4.4. BASIC RESIDENTIAL SERVICE - VERIZON, SPRINT SERVICE AREA,  
Continued**

4.4.6.	Residential Custom Calling Features	MRC	NRC
	Anonymous Call Rejection	\$1.80	\$4.75
	Call Forwarding	\$2.35	\$4.75
	Three Way Calling	\$4.75	\$4.75
	Speed Calling 8	\$2.35	\$4.75
	Call Forwarding Busy/Don't Answer	\$4.75	\$4.75
	Voice Mail (not available in a bundle)	\$4.70	\$9.95
	Call Waiting	\$7.60	\$4.75
	Call Waiting ID	\$3.35	\$4.75
	Distinctive Ringing	\$4.75	\$4.75
	*69 Call Return	\$4.75	\$4.75
	*66 Repeat Dialing	\$4.75	\$4.75
	Selective Call Acceptance	\$2.35	\$4.75
	Selective Call Rejection	\$2.85	\$4.75
	Selective Call Forward	\$4.75	\$4.75
	Call Trace	\$4.66	\$4.75
	Call Trace – Law Enforcement	\$0.00	\$0.00
	Caller ID and Call Name Delivery	\$6.65	\$4.75
	Call ID Blocking	\$0.00	\$0.00
4.4.7.	Per Use Features	<b>Per Use</b>	
	*69 Call Return	\$0.95	
	*66 Repeat Dialing	\$0.95	
	Three Way Calling	\$0.95	

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**SECTION 4 - RATES, Continued****4.4. BASIC RESIDENTIAL SERVICE - VERIZON, SPRINT SERVICE AREA,  
Continued**

4.4.8.	Residential Packaged Service Plans	MRC	NRC
A.	Simple 3	\$33.00	\$28.95
B.	Simple 5	\$33.00	\$30.95
C.	Economic 5, US 130	\$33.00	\$38.95
D.	Economic 5, Mexico 30	\$33.00	\$38.95
E.	Economic 5, US 130/Mexico 30	\$33.00	\$46.95
F.	Economic 5, Mexico 10/20	N/A	\$37.00

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES****4.5.1. Change Charges**

To Change class, type, or grade of service (per line or trunk, per order)

	<b>NRC</b>	<b>MRC</b>
PIC Change Charge	\$15.00	N/C
Regrade to ULTS	\$ 7.50	N/C
Move Order (non-ULTS)	\$33.00	N/C
Move Order (ULTS)	\$10.00	N/C
Telephone Number Change	\$15.00	N/C
Remove Voice Mail	\$15.00	N/C
Remove Feature (a la carte)	\$15.00	N/C
Call Trace	\$ 4.50	N/C
Reinstate from Suspend		
Residential Customers	\$25.00	N/C
Business Customers	\$35.00	N/C
Change Bill Responsibility	\$15.00	N/C
Change Bill Language	\$ 5.00	N/C
Bundle Feature Change	\$15.00	N/C
Bundle Upgrade	\$ 5.00	N/C
Bundle Downgrade/Change	\$15.00	N/C
Remove Calling Plan	\$ 5.00	N/C
Remove *66 Blocking/*69 Blocking	\$ 5.00	N/C
Remove other restrictions	\$ 5.00	N/C
Remove Inside Wire	\$ 5.00	N/C

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued**

4.5.2.	Service Charges	Flat Rate	Timed Rate
A.	25 Pair Termination Blocks		
	Installation, per 25-pair cable complement installed	\$125.00	N/C
	Rearrangements	N/C	\$85.00 / 1st Hour \$21.50 / 15 min. for each hour thereafter
B.	Jacks, connect work only		
	Installation, first Station	\$125.00	N/C
	Installation, second through fifth Station, per Station	\$60.00	N/C
	Installation, sixth + Stations, per Station	\$45.00	N/C
	Jacks, each jack	\$6.00	N/C
	Missed Appointment Charge	\$45.00	N/C

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.3. Repairs****A. Business Repair Service Insurance**

Telscape Business Telephone Repair Service insurance covers the labor rate for repair of business inside wiring and includes all standard wiring, jacks and connections. Insurance excludes repair of any and all equipment or hardware such as telephones, facsimile machines, modems and answering machines. Insurance does cover isolation of a problem to a faulty piece of equipment or hardware. Inside the business signal cords from a jack to a particular piece of hardware or equipment is likewise not included in the repair service or insurance plan.

Telscape customers who elect to be covered by the insurance plan for business repair service shall be covered immediately upon purchase of insurance when insurance is purchased at time of initial telephone service order. Customers who do not elect to purchase insurance at time of initial telephone service but wish to add insurance at a later date may do so, but there will be a 30 day waiting period before a claim for insurance covered repair may be filed.

	<b>MRC</b>	<b>NRC</b>
Charge, per line covered	\$4.00	\$4.00

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.3. Repairs, Continued****B. Residential Repair Service Insurance**

Telscape customers who elect to be covered by the insurance plan for residential repair service shall be covered immediately upon purchase of insurance when insurance is purchased at time of initial telephone service order. Customers who do not elect to purchase insurance at time of initial telephone service but wish to add insurance at a later date may do so, but there will be a 7 business day waiting period before a claim for insurance covered repair service may be filed.

Telscape Residential Telephone Repair Service insurance covers the labor rate for repair of residential inside wiring and includes all standard wiring, jacks and connections. Insurance excludes repair of any and all equipment or hardware such as telephones, facsimile machines, modems and answering machines. **Insurance does cover isolation of a problem to a faulty piece of equipment or hardware.** Inside the residence signal cords from a jack to a particular piece of hardware or equipment is likewise not included in the repair service insurance plan. Repair is covered only in permanent residential building structures and specifically excludes commercial buildings, temporary or portable buildings, trailers or mobile buildings such as construction sheds, motor vehicles and marine vessels. Dispatch for reported problems not related to inside wire will be billed.

Per line covered	<b>MRC</b>	<b>NRC</b>
BellSouth	\$2.95	\$2.95
Verizon, Sprint	\$0.90	\$0.90

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.3. Repairs, Continued****C. Repair Charges - Uninsured Customers**

Uninsured customers may purchase inside wiring repair service at a fixed rate of \$85.00 per hour with a one-hour minimum charge. Hourly rates, after the first hour, are charged in 15 minute increments rounded up to the nearest 15 minute time. The billing for non-insured service is as follows:

<u>Time</u>	<u>Rate</u>
First Hour	\$85.00 (one hour minimum)
Add'l Hours:	
1 to 15 minutes	\$21.25
16 to 30 minutes	\$42.50
31 to 45 minutes	\$63.75
46 to 60 minutes	\$85.00

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.4. Directory Listings; Distribution of Directories**

The Company does not publish a directory or provide other similar listings of its Subscribers. The Company will arrange for Subscribers, other than Subscribers requesting non-published service, to be listed in the directories and directory assistance records of BellSouth and Verizon, Sprint. Except as provided below, such listings will be charged in accordance with BellSouth and Verizon, Sprint's listing service tariff schedules,<sup>7</sup> subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this price list sheet. Except as provided below, Subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules. Telscape customers may not make a-la-carte listing requests, such as requesting a listing in Directory Assistance but not in the White Pages. Customers who wish to change their listing status, e.g., published to non-published, will be charged the following fee each time a listing status is changed:

Listing Status Change Fee, Per Change	\$5.00
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**4.5.5. Non-Published Service**

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

Nonpublished Service Charge, Monthly	\$1.50
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<sup>7</sup> See: Pacific Bell Cal. P.U.C. Schedule No. A5.7.1  
Verizon Schedule Cal. P.U.C. No. D-1

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.6. Directory Assistance****A. General**

1. Users of the company's calling services (excluding 800 services), may obtain assistance in determining telephone numbers within Florida by calling the Directory Assistance operator.
2. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
3. A Directory Assistance call charged to a Calling Card or commercial Calling Card or to a third number will be billed the appropriate operator charge, as specified in this price list, plus the charge for Directory Assistance.
4. Non-published telephone numbers are not available from the Directory Assistance service.

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.6. Directory Assistance, Continued****B. Rates**

1.	Local Directory Assistance	<b>Charge<sup>8</sup></b>
	Standard Query	
	Business (per call)	\$0.85
	Residence (per call)	\$0.36
	Standard Connect	
	Business (per call)	\$0.46
	Residence (per call)	\$0.15
3.	InterLATA (555) Directory Assistance	
	Business and Residence (per call)	\$0.46
4.	Reverse Directory Assistance	
	Business and Residence (per call)	\$1.25
5.	Call Completion, Semi-Automated	
	Business and Residence (per call)	\$0.33
6.	Call Completion, Fully-Automated	
	Business and Residence (per call)	\$0.33
7.	National Directory Assistance	\$1.25

<sup>8</sup> A monthly allowance of 2 calls to Directory Assistance for business Subscribers per line, per month, will be provided. A monthly allowance of 3 calls to Directory Assistance for residential Subscribers per line, per month, will be provided. There is no carry over of any unused portion of the Subscriber's allowance from month to month.

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.6. Directory Assistance, Continued****C. Credits**

A credit will be given for calls to Directory Assistance when:

1. the Customer experiences poor transmission or is cut-off during call.
2. the Customer is given an incorrect telephone number, or the Customer inadvertently mis-dials an incorrect Directory Assistance NPA.
3. to receive a credit, the Customer must notify the Company of the problem experienced.

**D. Directory Assistance Operator Call Connection Fees**

Customers will be charged the following per minute rates for operator connected Directory Assistance calls:

	<b>First Minute</b>	<b>Additional Minute</b>
Connection Rates	\$0.17	\$0.12

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.7. Operator Services**

<b>A. Local Operator Assistance</b>	<b>Per Call</b>
Live Operator	\$1.65
Automated Operator	\$0.75
Credit Card/Third Party Validation (Fully Automated)	\$1.80
Emergency	\$6.00
Sent Paid (Semi-Automated)	\$0.95
Sent Paid (Non-Automated)	\$0.95
Calling Card (Fully Automated)	\$0.95
Calling Card (Semi-Automated)	\$1.90
Calling Card (Non-Automated)	\$1.90
Collect (Fully-Automated)	\$1.80
Collect (Semi-Automated)	\$3.60
Collect (Non-Automated)	\$3.60
Billed to Third Party (Semi-Automated)	\$3.60
Billed to Third Party (Non-Automated)	\$3.60
Person Sent Paid (Fully Automated)	\$4.00
Person Calling Card (Fully Automated)	\$4.00
Person Billed to Third Party (Fully Automated)	\$4.00

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.7. Operator Services**

<b>B. IntraLATA Operator Assistance</b>	<b>Per Call</b>
Sent Paid (Semi-Automated)	\$0.95
Sent Paid (Non-Automated)	\$0.95
Calling Card (Fully Automated)	\$0.95
Calling Card (Semi-Automated)	\$1.90
Calling Card (Non-Automated)	\$1.90
Collect (Fully Automated)	\$1.80
Collect (Semi-Automated)	\$3.60
Collect (Non-Automated)	\$3.60
Billed to Third Party (Fully Automated)	\$1.80
Billed to Third Party (Semi-Automated)	\$3.60
Billed to Third Party (Non-Automated)	\$3.60
Person Sent Paid (Fully Automated)	\$4.00
Person Calling Card (Fully Automated)	\$4.00
Person Billed to Third Party (Fully Automated)	\$4.00
<b>C. Busy Line Verification (BLV) and Busy Line Verification/Interrupt (BLV/I)</b>	
BLV Local Surcharge	\$3.00
BLV IntraLATA Surcharge	\$3.00
BLV/I local Surcharge	\$6.00
BLV/I IntraLATA Surcharge	\$6.00

<b>4.5.8. End User Common Line Charge</b>	<b>MRC</b>
Primary Residential Line	\$5.00
Single Line Business	\$5.00
Additional Residential Lines, per line	\$7.00

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**SECTION 4 - RATES, Continued****4.5. MISCELLANEOUS RATES AND CHARGES, Continued****4.5.9. 900/976 Blocking**

- A. The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At Central Offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.
- B. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.
- C. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges do not apply.

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**SECTION 4 - RATES, Continued**

**4.5. MISCELLANEOUS RATES AND CHARGES, Continued**

**4.5.10. Non-Recurring Service Fees**

**A. Check Returned Fee**

Company will bill Customer a one-time charge of \$15.00 if 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.

**B. Late Payment Fee**

A Late Payment Fee of 1.5% per month will be charged if a Customer's past due balance is more than \$20.00.

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**SECTION 4 - RATES, Continued****4.6. INTERCARRIER ARRANGEMENTS****4.6.1. Interconnection and Termination of Traffic**

The Company will terminate local traffic for local Exchange carriers and other competitive local carriers with which it interconnects. Terms, conditions, and compensation methods for handling such traffic will be negotiated on a case-by-case basis.

**4.6.2. Provisions for Number Portability**

If requested by another local Exchange carrier, the Company will automatically forward calls, which are dialed to a number assigned by the Company, to a former subscriber being served by a different carrier. The forwarding of such calls shall be undertaken in accordance with, and subject to, all of the tariff rates, terms and conditions applicable to reciprocal call forwarding services provided by the incumbent LECs and the Company hereby concurs in and incorporates by reference such tariff provisions.

**4.6.3. Switched Access Services**

Switched Access Service is available to interexchange carriers for originating or terminating intrastate interexchange calls to end user Subscribers over local Exchange lines furnished by the Company. The Company concurs in, and Switched Access Service is provided pursuant to, the intrastate switched access service tariff schedules of BellSouth and Verizon, Sprint on file with the Commission that are current and in effect as of the effective date of this price list sheet. Reference is hereby made to those schedules for all rates, terms, and conditions applicable to intrastate switched access services provided by the Company in the respective service areas of incumbent local Exchange carriers.

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**SECTION 4 - RATES, Continued****4.7. SERVICE PROVIDER NUMBER PORTABILITY FEE**

The Service Provider Number Portability Fee is an FCC mandate that ensures all Americans have the ability to keep their existing telephone number at the same location when changing local telephone service providers, promote competition in the local telephone market and to implement number portability service without degradation in the quality of telecommunications service. Number portability is a fixed, monthly charge through which companies may recover certain costs of providing number portability service. Companies may continue to assess the number portability charge on customers' telephone bills for a period of 5 years from the date the telephone company first begins collecting the charge. Number portability charges are assessed to each telephone line hence multi-line accounts will be billed for each telephone line. The telephone number portability charge is not a tax. Neither the FCC nor any other government agency receives the fees collected. **ULTS customers are exempt from the Number Portability charge.** All customers in all trading partners will be affected by the number portability surcharge.

Service Provider Number Portability Fee \$0.34

**4.8. SERVICE PROVIDER NETWORK ACCESS SERVICES FEE**

The Service Provider Network Access Services fee is a Telscape charge placed on every Customer account. The surcharge is a combination of charges and fees related to the preparation of billing, mediation, printing, postage and handling of accounts. The charge is a per account basis not per telephone line. Therefore, multi-line accounts will only receive **one** Network Access Services fee. The charge will appear on the bill in the taxes and surcharges section.

Service Provider Network Access Service Fee \$1.93

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**SECTION 4 - RATES, Continued****4.9. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

**4.10. UNCERTIFICATED RESALE PROHIBITED**

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

**4.11. INDIVIDUAL CASE BASIS ("ICB") ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**4.12. DISCOUNTS**

For purposes of packaging services, the Company offers discounts from the rates set forth in this Price List on an individual case basis. The amount, type and duration of any discounts may vary by Customer. In no event are rates charged to any Customer higher than the rates set forth in this Price List.

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**SECTION 4 - RATES, Continued****4.13. SPECIAL RATES FOR THE HANDICAPPED****4.13.1. Directory Assistance**

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

**4.13.2. Hearing and Speech Impaired Persons**

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

**4.13.3. Telecommunications Relay Service**

For intrastate Toll Calls received from the relay service, the Company will when billing relay calls discount relay service calls by fifty (50) percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted to sixty (60) percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a Credit Card surcharge.

**4.14. TAXES**

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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**SECTION 5 – EXCHANGES****5.1. EXCHANGE LISTINGS**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Archer [Gainesville]	EAS	Bronson, Gainesville, Micanopy, Newberry
	ECS	Cedar Key, Chiefland, Williston (ICE)
Baldwin [Jacksonville]	EAS	Jacksonville, Maxville
	ECS	Callahan (ICE), MacClenny (ICE), Sanderson (ICE)
Belle Glade [Southeast]	EAS	Pahokee
	ECS	Boca Raton, Boynton Beach, Delray Beach, Jupiter, West Palm Beach
Big Pine Key [Southeast]	EAS	Key West, Marathon, Sugarloaf Key
	ECS	Homestead, Islamorada, Key Largo, Miami, North Key Largo, Perrine
Boca Raton [Southeast]	EAS	Coral Springs, Deerfield Beach, Delray Beach, Pompano Beach
	ECS	Belle Glade, Boynton Beach, Fort Lauderdale, Hollywood, Jupiter, Miami, North Dade, Pahokee, West Palm Beach
Boynton Beach [Southeast]	EAS	Delray Beach, West Palm Beach
	ECS	Belle Glade, Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Jupiter, Pahokee, Pompano Beach
Bronson [Gainesville]	EAS	Archer, Chiefland, Gainesville, Williston (ICE)
	ECS	Cedar Key, Newberry
Brooksville [Gainesville]	EAS	Weekiwachee Springs
	ECS	Dade City (ICE), San Antonio (ICE), Trillacoochee (ICE)

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Bunnell [Daytona Beach]	EAS	Flagler Beach, Palm Coast
	ECS	Daytona Beach, Pierson
Cantonment [Pensacola]	EAS	Century, Gulf Breeze, Molino, (Including Clear Springs, Pensacola and Walnut Hill Gateswood, Alabama)
Cedar Key [Gainesville]	ECS	Archer, Bronson, Chiefland, Gainesville Century
	EAS	Brewton (Alabama), Cantonment[Mobile, Alabama] (including Clear Springs, Alabama), Flomaton (Alabama), Molino (ICE), Pensacola, Walnut Hill (ICE)
Chiefland [Gainesville]	EAS	Bronson, Trenton
	ECS	Archer, Cedar Key, Cross City, Gainesville, Old Town
Chipley [Panama City]	EAS	Graceville, Sunny Hills, Vernon
	ECS	Bonifay (ICE), Cottondale (ICE), Panama City, Youngstown-Fountain
Cocoa [Orlando]	EAS	Cocoa Beach, Eau Gallie, Melbourne, Titusville
Cocoa Beach [Orlando]	EAS	Cocoa, Eau Gallie, Melbourne, Titusville
Coral Springs [Southeast]	EAS	Boca Raton, Deerfield Beach, Fort Lauderdale, Pompano Beach
	ECS	Boynton Beach, Delray Beach, Hollywood, Homestead, Miami, North Dade, Perrine
Cross City [Gainesville]	EAS	Old Town
	ECS	Chiefland, Gainesville, Trenton

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Daytona Beach [Daytona Beach]	ECS	Bunnell, DeLand, DeLeon Springs, Flagler Beach, New Smyrna Beach, Oak Hill, Palm Coast, Pierson
DeBary [Orlando]	EAS	DeLand, Orange City (ICE), Sanford
	ECS	Orlando, Winter Park (ICE)
Deerfield Beach [Southeast]	EAS	Boca Raton, Coral Springs, Delray Beach, Fort Lauderdale, Pompano Beach
	ECS	Boynton Beach, Hollywood, Homestead, Miami, North Dade, Perrine
DeLand [Daytona Beach]	EAS	DeBary, DeLeon Springs, Orange City (ICE), Pierson
	ECS	Daytona Beach, New Smyrna Beach, Oak Hill
DeLeon Springs	EAS	DeLand, Orange City(ICE), Pierson
Delray Beach [Southeast]	EAS	Boca Raton, Boynton Beach, Deerfield Beach
	ECS	Belle Glade, Coral Springs, Fort Lauderdale, Hollywood, Jupiter, Pahokee, Pompano Beach, West Palm Beach
Dunnellon [Gainesville]	EAS	Bellevue (ICE), Forest (ICE), Ocala (ICE), Oklawaha (ICE), Salt Springs (ICE), Silver Springs Shores (ICE), Yankeetown (ICE)
	ECS	Beverly Hills (ICE)
East Orange [Orlando]	EAS	Apopka (ICE), Lake Buena Vista (ICE), Celebration (ICE), Montverde (ICE), Orlando, Oviedo, Reedy Creek (ICE), Windermere (ICE), Winter Garden (ICE), Winter Park (ICE)
Eau Gallie [Orlando]	EAS	Cocoa, Cocoa Beach, Melbourne
	ECS	Titusville
Fernandina Beach [Jacksonville]	EAS	Yulee
	ECS	Jacksonville

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Flagler Beach [Daytona Beach]	EAS	Bunnell, Palm Coast
	ECS	Daytona Beach, Pierson,
Ft. Lauderdale [Southeast]	EAS	Coral Springs, Deerfield Beach, Hollywood, Pompano Beach
	ECS	Boca Raton, Boynton Beach, Delray Beach, Homestead, Miami, North Dade, Perrine
Ft. Pierce [Southeast]	EAS	Port St. Lucie
	ECS	Jensen Beach, Vero Beach
Gainesville [Gainesville]	EAS	Alachua (ICE), Archer, Bronson, Brooker (ICE), Hawthorne, High Springs (ICE), Lake Butler (ICE), Melrose (ICE), Micanopy, Newberry, Trenton, Waldo (ICE)
	ECS	Cedar Key, Chiefland, Cross City, Keystone Heights, McIntosh (ICE), Old Town, Williston (ICE)
Geneva [Orlando]	EAS	Ovieda, Sanford, Winter Park (ICE)
	ECS	Orlando
Graceville [Panama City]	EAS	Chipley
	ECS	Alford (ICE), Bonifay (ICE), Cottondale (ICE), Grand Ridge (ICE), Greenwood (ICE), Malone (ICE), Marianna (ICE), Reynolds Hill (ICE), Sneads (ICE), Westville (ICE)
Green Cove Springs [Jacksonville]	ECS	Palatka, St. Augustine, St. Johns
Gulf Breeze [Pensacola]	EAS	Cantonment (including Clear Springs, Alabama), Holley-Navarre, Pace, Pensacola
	ECS	Milton
Havana [Panama City]	EAS	Chattahoochee (ICE), Greensboro (ICE), Gretna (ICE), Quincy (ICE), Tallahassee (ICE)

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Hawthorne [Gainesville]	EAS	Gainesville, Melrose (ICE), Micanopy
Hobe Sound [Southeast]	EAS	Jensen Beach, Jupiter, Port St. Lucie, Stuart
	ECS	West Palm Beach
Holley-Navarre [Pensacola]	EAS	Fort Walton Beach (ICE), Gulf Breeze, Pensacola
	ECS	Milton, Pace
Hollywood [Southeast]	EAS	Fort Lauderdale, North Dade
	ECS	Boca Raton, Boynton Beach, Coral Springs, Deerfield Beach, Delray Beach, Homestead, Miami, Perrine, Pompano Beach
Homestead [Southeast]	EAS	Miami, Perrine
	ECS	Big Pine Key, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Islamorada, Key Largo, Key West, Marathon, North Dade, North Key Largo, Pampano Beach, Sugarloaf Key
Islamorada [Southeast]	EAS	Key Largo, Marathon
	ECS	Big Pine Key, Homestead, Key West, Miami, North Key Largo, Perrine, Sugarloaf Key
Jacksonville [Jacksonville]	EAS	Baldwin, Callahan (ICE), Jacksonville Beach, Julington, Maxville, Middleburg, Orange Park, Ponte Vedra Beach, St. Johns, Yulee
	ECS	Fernandina Beach, Hilliard (ICE), MacClenny* (ICE), Palatka, Sanderson (ICE), St. Augustine
Jacksonville Beach [Jacksonville]	EAS	Jacksonville, Ponte Vedra Beach, St. Johns
	ECS	St. Augustine
Jay [Pensacola]	EAS	Milton, Munson, Pace, Pensacola

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Jensen Beach [Southeast]	EAS	Hobe Sound, Port St. Lucie, Stuart
	ECS	Fort Pierce, Jupiter, West Palm Beach
Julington [Jacksonville]	EAS	Jacksonville, Orange Park, St. Johns
	ECS	Green Cove Springs, Palatka, Ponte Vedra Beach, St. Augustine
Jupiter [Southeast]	EAS	Hobe Sound, West Palm Beach
	ECS	Belle Glade, Boca Raton, Boynton Beach, Delray Beach, Jensen Beach, Pahokee, Port St. Lucie, Stuart
Key Largo [Southeast]	EAS	Islamorada, North Key Largo
	ECS	Big Pine Key, Homestead, Key West, Marathon, Miami, Perrine, Sugarloaf Key
Keystone Heights [Gainesville]	EAS	Melrose (ICE), Starke (ICE), that portion of Florahome (ICE) located in Clay County
	ECS	Gainesville, Waldo (ICE)
Key West [Southeast]	EAS	Big Pike Key, Sugarloaf Key
	ECS	Homestead, Islamorada, Key Largo, Marathon, Miami, North Key Largo, Perrine
Lake City [Jacksonville]	EAS	Branford (ICE), Fort White (ICE), Wellborn (ICE), White Springs (ICE)
	ECS	Florida Sheriffs Boys Ranch (ICE), High Springs (ICE), Lake Butler (ICE), Live Oak (ICE), Luraville (ICE), MacClenny (ICE), Sanderson (ICE)
Lynn Haven [Panama City]	EAS	Panama City, Panama City Beach, Youngstown- Fountain
	ECS	Sunny Hills, The Beaches (ICE), Tyndall AFB (ICE), Vernon

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Marathon [Southeast]	EAS	Big Pine Key, Islamorada
	ECS	Homestead, Key Largo, Key West, Miami, North Key Largo, Perrine, Sugarloaf Key
Maxville [Jacksonville]	EAS	Baldwin, Jacksonville, Middleburg, Orange Park
	ECS	Macclenny (ICE), Sanderson (ICE)
Melbourne [Orlando]	EAS	Cocoa, Cocoa Beach, Eau Gallie, Sebastian
	ECS	Titusville
Miami [Southeast]	EAS	Homestead, North Dade, Perrine
	ECS	Big Pine Key, Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Islamorada, Key Largo, Key West, Marathon, North Key Largo, Pompano Beach, Sugarloaf Key
Micanopy [Gainesville]	EAS	Archer, Gainesville, Hawthorne
	ECS	McIntosh (ICE)
Middleburg [Jacksonville]	EAS	Jacksonville, Maxville, Orange Park
Milton [Pensacola]	EAS	Jay, Munson, Pace, Pensacola
	ECS	Gulf Breeze, Holley-Navarre
Munson [Pensacola]	EAS	Jay, Milton, Pace, Pensacola
Newberry [Gainesville]	EAS	Alachua (ICE), Archer, Gainesville, High Springs (ICE), Trenton
	ECS	Bronson
New Smyrna Beach [Daytona Beach]	EAS	Oak Hill
	ECS	Daytona Beach, DeLand, DeLeon Springs, Pierson

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
North Dade [Southeast]	EAS	Hollywood, Miami, Perrine
	ECS	Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Homestead, Pompano Beach
North Key Largo [Southeast]	EAS	Key Largo
	ECS	Big Pine Key, Homestead, Islamorada, Key West, Marathon, Miami, Perrine, Sugarloaf Key
Oak Hill [Daytona Beach]	EAS	New Smyrna Beach
	ECS	Daytona Beach, DeLand, DeLeon Springs, Pierson
Old Town [Gainesville]	EAS	Cross City
	ECS	Chiefland, Gainesville, Trenton
Orange Park [Jacksonville]	EAS	Jacksonville, Julington, Maxville, Middleburg, St. Johns
	ECS	Palatka
Orlando [Orlando]	EAS	Apopka (ICE), Celebration (ICE), Clermont (ICE), East Orange, Lake Buena Vista (ICE), Monteverde (ICE), Oviedo, Reedy Creek (ICE), Windermere (ICE), Winter Garden (ICE), Winter Park (ICE)
	ECS	DeBary, Geneva, Kissimmee (ICE), Sanford, St. Cloud (ICE), West Kissimmee (ICE)
Oviedo [Orlando]	EAS	East Orange, Geneva, Orlando, Sanford, Winter Park (ICE)
Pace [Pensacola]	EAS	Gulf Breeze, Jay, Milton, Munson, Pensacola
	ECS	Holley-Navarre
Pahokee [Southeast]	EAS	Belle Glade
	ECS	Boca Raton, Boynton Beach, Delray Beach, Jupiter, West Palm Beach

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Palatka [Jacksonville]	EAS	Florahome (ICE), Hastings (ICE), Interlachen (ICE), Pomona Park, Welaka
	ECS	Crescent City** (ICE), Green Cove Springs, Jacksonville, Julington, Orange, Park, St. Augustine, St. Johns
Palm Coast [Daytona Beach]	EAS	Bunnell, Flagler Beach
	ECS	Daytona Beach
Panama City [Panama City]	EAS	Lynn Haven, Panama City Beach, Tyndall AFB (ICE), Wewahitchka(ICE), Youngstown-Fountain
	ECS	Chipley, Port St. Joe (ICE), Sunny Hills, The Beaches (ICE), Vernon
Panama City Beach [Panama City]	EAS	Lynn Haven, Panama City
	ECS	Sunny Hills, The Beaches (ICE), Tyndall AFB (ICE), Youngstown-Fountain
Pensacola [Pensacola]	EAS	Cantonment (including Clear Springs, Alabama), Century (ICE), Gulf Breeze, Holley-Navarre, Jay, Milton, Molino (ICE), Munson, Pace, Walnut Hill (ICE)
Perrine [Southeast]	EAS	Homestead, Miami, North Dade
	ECS	Big Pine Key, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Islamorada, Key Largo, Key West, Marathon, North Key Largo, Pompano Beach, Sugarloaf Key
Pierson [Daytona Beach]	EAS	Crescent City (ICE), DeLand, DeLeon Springs
	ECS	Bunnell, Daytona Beach, Flagler Beach, New Smyrna Beach, Oak Hill
Pomona Park [Jacksonville]	EAS	Crescent City (ICE), Palatka, Welaka

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Pompano Beach [Southeast]	EAS	Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale
	ECS	Boynton Beach, Delray Beach, Hollywood, Homestead, Miami, North Dade, Perrine
Ponte Vedra Beach [Jacksonville]	EAS	Jacksonville, Jacksonville Beach, St. Johns
	ECS	Julington, St. Augustine
Port St. Lucie [Southeast]	EAS	Fort Pierce, Hobe Sound, Jensen Beach, Stuart
	ECS	Jupiter, West Palm Beach
St. Augustine [Jacksonville]	EAS	Hastings (ICE), St. Johns
	ECS	Green Cove Springs, Jacksonville, Jacksonville Beach, Julington, Palatka, Ponte Vedra Beach
St. Johns [Jacksonville]	EAS	Hastings (ICE), Jacksonville, Jacksonville Beach, Julington, Orange Park, Ponte Vedra Beach, St. Augustine
	ECS	Green Cove Springs, Palatka
Sanford [Orlando]	EAS	DeBary, Geneva, Oviedo, Winter Park (ICE)
	ECS	Orange City (ICE), Orlando
Sebastian [Southeast]	EAS	Melbourne, Vero Beach
Stuart [Southeast]	EAS	Hobe Sound, Indiantown (ICE), Jensen Beach, Port St. Lucie
	ECS	Jupiter, West Palm Beach
Sugarloaf Key [Southeast]	EAS	Big Pine Key, Key West
	ECS	Homestead, Islamorada, Key Largo, Marathon, Miami, North Key Largo, Perrine
Sunny Hills [Panama City]	EAS	Chipley, Vernon
	ECS	Lynn Haven, Panama City, Panama City Beach, Youngstown-Fountain

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**SECTION 5 – EXCHANGES, Continued****5.1. EXCHANGE LISTINGS, Continued**

<b>Exchange [LATA]</b>	<b>Cate- gory</b>	<b>Additional Exchanges</b>
Titusville [Orlando]	EAS	Cocoa, Cocoa Beach
	ECS	Eau Gallie, Melbourne
Trenton [Gainesville]	EAS	Chiefland, Gainesville, Newberry
	ECS	Cross City, Old Town
Vernon [Panama City]	EAS	Chipley, Sunny Hills
	ECS	Bonifay (ICE), Lynn Haven, Panama City, Westville (ICE)
Vero Beach [Southeast]	EAS	Sebastian
	ECS	Fort Pierce
Weekiwachee Springs [Gainesville]	EAS	Brooksville
Welaka [Jacksonville]	EAS	Crescent City (ICE), Palatka, Pomona Park
West Palm Beach [Southeast]	EAS	Boynton Beach, Jupiter
	ECS	Belle Glade, Boca Raton, Delray Beach, Hobe Sound, Jensen Beach, Pahokee, Port St. Lucie, Stuart
Yankeetown [Gainesville]	EAS	Crystal River (ICE), Dunnellon
Youngstown-Fountain [Panama City]	EAS	Lynn Haven, Panama City
	ECS	Chipley, Panama City Beach, Sunny Hills, The Beaches (ICE), Tyndall AFB (ICE)
Yulee [Jacksonville]	EAS	Fernandina Beach, Jacksonville

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**SECTION 5 – EXCHANGES, Continued****5.2 EXCHANGE LISTINGS BY LATA****Daytona Beach LATA**

Bunnell	De Land	Oak Hill
Daytona Beach	Flagler Beach	Palm Coast
De Leon Springs	New Smyrna Beach	Pierson

**Gainesville LATA**

Archer	Cross City	Keystone Heights	Salt Springs
Astor	Crystal River	Lady Lake	San Antonio
Bellevue	Dade City	Leesburg	Silver Springs Shores
Beverly Hills	Dunnellon	McIntosh	Tavares
Bronson	Eustis	Melrose	Trenton
Brooker	Forest	Micanopy	Trillacoochee
Brooksville	Gainesville	Mount Dora	Umatilla
Bushnell	Groveland	Newberry	Waldo
Cedar Key	Hawthorne	Ocala	Weekiwachee Springs
Chiefland	Homosassa Springs	Oklawaha	Wildwood
Citra	Howey-in-the-Hills	Old Town	Williston
Clermont	Inverness	Orange Springs	Yankeetown

**Jacksonville LATA**

Alachua	Hastings	Lake City	Ponte Vedra Beach
Baldwin	High Springs	Lawtey	Raiford
Branford	Hilliard	Live Oak	Sanderson
Callahan	Interlachen	Luraville	St. Augustine
Crescent City	Jacksonville	Macclenny	St. Johns
Dowling Park	Jacksonville Beach	Maxville	Starke
Fernandina Beach	Jasper	Mayo	Welaka
Florahome	Jennings	Middleburg	Wellborn
Fla. Sheriff's Boys Ranch	Julington	Orange Park	White Springs
Fort White	Kingsley Lake	Palatka	Yulee
Green Cove Springs	Lake Butler	Pomona Park	

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**SECTION 5 – EXCHANGES, Continued****5.2 EXCHANGE LISTINGS BY LATA, Continued****Mobile, Alabama LATA**

Atmore, AL	Deer Park, AL	Gosport, AL	Monroeville, AL
Bay Minette, AL	Elberta, AL	Grand Bay, AL	Mount Vernon, AL
Bayou La Batre, AL	Evergreen, AL	Grove Hill, AL	Orange Beach, AL
Beatrice, AL	Excel, AL	Gulf Shores, AL	Peterman, AL
Belle Fontaine, AL	Fairhope, AL	Huxford, AL	Pine Apple, AL
Bon Secour, AL	Finchburg, AL	Irvington-St. Elmo, AL	Repton, AL
Brewton, AL	Flomaton, AL	Jackson, AL	Robertsdale, AL
Castleberry, AL	Foley, AL	Lillian, AL	Seminole, AL
Century, FL	Fort Morgan, AL	Loxley, AL	Silas, AL
Chatom, AL	Fowl River, AL	Magnolia Springs, AL	Summerdale, AL
Citronelle, AL	Frankville, AL	McCullough, AL	Tanner-Williams, MS
Coffeeville, AL	Frisco City, AL	McIntosh, AL	Uriah, AL
Dauphin Island, AL	Fruitdale, AL	Millry, AL	Walnut Hill, FL
Davisville, FL	Gilbertown, AL	Mobile, AL	

**Orlando LATA**

Apopka	Eau Gallie	Orange City	Titusville
Celebration	Geneva	Orlando	West Kissimmee
Cocoa	Kenansville	Oviedo	Windermere
Cocoa Beach	Lake Buena Vista	Reedy Creek	Winter Garden
De Bary	Melbourne	Sanford	Winter Park
East Orange	Montverde	St. Cloud	

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**SECTION 5 – EXCHANGES, Continued****5.2 EXCHANGE LISTINGS BY LATA, Continued****Panama City LATA**

Alford	Chiple	Hosford	Sneads
Alligator Point	Cottdale	Lynn Haven	Sunny Hills
Altha	East Point	Malone	The Beaches
Apalachicola	Graceville	Marianna	Tyndall Air Force Base
Blountstown	Grand Ridge	Panama City	Vernon
Bonifay	Greensboro	Panama City Beach	Westville
Bristol	Greenwood	Port St. Joe	Wewahitchka
Carrabelle	Gretna	Quincy	Youngstown-Fountain
Chattahoochee	Havanna	Reynolds Hill	

**Pensacola LATA**

Baker, FL	Fort Walton, Beach, FL	Milton, FL	Ponce De Leon, FL
Cantonment, FL	Freeport, FL	Molino, FL	Santa Rosa Beach, FL
Clear Springs, AL	Glendale, FL	Munson, FL	Seagrove Beach, FL
Crestview, FL	Gulf Breeze, FL	Pace, FL	Shalimar, FL
De Funiak Springs, FL	Holley Navarre, FL	Paxton, FL	Valparaiso, FL
Destin, FL	Jay, FL	Pensacola, FL	Wing, AL
Floral, AL	Laurelhill, FL		

**Southeast LATA**

Belle Glade	Fort Pierce	Key Largo	Pompano Beach
Big Pine Key	Hobe Sound Key	West Port	St. Lucie
Boca Raton	Hollywood	Marathon	Sebastian
Boynton Beach	Homestead	Miami	Stuart
Coral Springs	Indiantown	North Dade	Sugarloaf Key
Deerfield Beach	Islamorada	North Key Largo	Vero Beach
Delray Beach	Jensen Beach	Pahokee	West Palm Beach
Fort Lauderdale	Jupiter	Perrine	

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**APPENDIX E**

**MOTION FOR PROTECTIVE ORDER**

(ATTACHED)

# MILLER ISAR INC.

REGULATORY CONSULTANTS

ANDREW O. ISAR

7901 SKANSIE AVENUE,  
SUITE 240  
GIG HARBOR, WA 98335  
TELEPHONE: 253.851.6700  
FACSIMILE: 253.851.6474  
HTTP://WWW.MILLERISAR.COM

Via Overnight Delivery

June 18, 2004

Ms. Blanca Báyo  
Florida Public Service Commission  
Division of the Commission Clerk and Administrative Services  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Telscape Communications, Inc. ("Telscape") – Application for *Authority to Provide Alternative Local Exchange Service* and Application for *IXC Registration* form.

Dear Ms. Báyo:


Enclosed for filing are an original and six (6) copies of Telscape's Application for *Authority to Provide Alternative Local Exchange Service* ("CLEC Application") and an original and six (6) copies of Telscape's *IXC Registration*. Applicant further submits a combined local exchange and interexchange price list, incorporated into Exhibit D of Applicant's CLEC Application. Also, enclosed is a check payable to the Florida Public Service Commission in the amount of \$250.00 for applicable filing fees.

Applicant will submit its 2003 financial statements, to comply with Item 18 in Applicant's CLEC Application, when available. Please acknowledge receipt of this filing by file-stamping and returning the extra copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Questions concerning this filing may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

  
Andrew O. Isar

Check received with filing and forwarded  
to Fiscal for deposit. Fiscal to forward  
deposit information to Records.

Initials of person who forwarded check  


Enclosures

cc: Jeff Compton, Telscape Communications, Inc.

04 JUN 21 AM 9:43  
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