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May 13, 2005

VIA FEDERAL EXPRESS

Beth Salak
Director of Division of Competitive Markets
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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

Initials of person who forwarded check

**RE: Broadwing Communications, LLC; Certificate No. 5618
Revision to Florida Tariffs**

Dear Ms. Salak:

Enclosed, on behalf of Broadwing Communications, LLC ("Broadwing"), is an original and three copies of revised tariffs. The revised tariffs reflect the Commission's Order granting Broadwing's request to change the business name on its Certificate of Authority from Focal Communications Corporation of Georgia ("Focal") to Broadwing. (Docket No. 040823-TX) Please cancel Focal's existing tariffs on the effective date of the revised tariffs.

Also enclosed is a check in the amount of \$250 to cover the filing fee. Please acknowledge receipt of the filing by returning the date stamped copy enclosed in the envelope provided.

CMP orig

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CTR _____
ECR _____
GUL _____
OPC _____
RMS _____
RCA _____
SCR _____
SEC 1 _____
OTH _____

If you have any questions relating to this filing, please contact me at 202-434-7394.

Respectfully submitted,

Angela Collins

Angela Collins

Counsel for Broadwing Communications LLC

WDC 364777v1

05 MAY 16 10:20

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

TITLE SHEET**FLORIDA TELECOMMUNICATIONS PRICE LIST No. 1**

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Broadwing Communications LLC, with its principal offices at 200 North LaSalle Street, Suite 1100, Chicago, IL 60601, to customers within the State of Florida. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: May 16, 2005

Effective:

By

Daniel E Meldazis, Director Regulatory Affairs
200 North LaSalle Street
Chicago, IL 60601

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet (s). Original and revised sheets are named as below compromise all changes from the original price list and are currently in effect as of the date at the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
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CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>
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CHECK SHEET

SHEET	REVISION
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PRICE LIST FORMAT SHEETS

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheets for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level 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 FPCS, 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 pages 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 page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS PRICE LIST

The following symbols shall be used in this price list for the purpose indicated below:

- | | |
|---|--|
| D | Delete Or Discontinue |
| I | Change Resulting In An Increase To A Customer's Bill |
| M | Moved From Another Price list Location |
| N | New |
| R | Change Resulting In An Reduction To A Customer's Bill |
| T | Change In Text Or Regulation But No Change In Rate Or Charge |

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Effective:

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number. Advance Payment: Part or all of a payment required before the start of service.

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

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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Bandwidth: The total frequency band, in hertz, allocated for a channel.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

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Effective:

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

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Effective:

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company, Carrier, or Broadwing Communications LLC : Broadwing Communications LLC, the issuer of this price list.

CustomerCustomerCustomerCustomerCustomerCustomerCustomer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Access Lines ("DAL"): A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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Dial Pulse (or "DP")~~Pulse (or DP)(or DP)(or DP)(or DP)(or DP)(or DP)(or DP)(or DP)~~: The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Digital Signal Level 1 ("DS-1"): A 1.544 Mbit/s signal (T1 carrier).

Direct Inward Dial (or "DID")~~Inward Dial (or DID)Dial (or DID)Dial (or DID)Dial (or DID)Dial (or DID)Dial (or DID)Dial (or DID)Dial (or DID)Dial (or DID)~~: A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD")~~Outward Dial (or DOD)Dial (or DOD)Dial (or DOD)Dial (or DOD)Dial (or DOD)Dial (or DOD)Dial (or DOD)Dial (or DOD)Dial (or DOD)~~: A service attribute that allows individual station users to access and dial outside numbers directly.

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

Do Not Disturb~~DisturbDisturbDisturbDisturbDisturbDisturbDisturb~~: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency~~Tone~~: The pulse type employed by tone dial station sets.

Duplex Service~~Service~~: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

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Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by Broadwing Communications LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Price list F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

Other Carrier: A person, firm, corporation, or entity regulated by the PSC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this price list includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

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Effective:

Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

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

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

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

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Effective:

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed-calling list is customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Subscriber-Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

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

T1 - The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by Customer to use service provided under this price list.

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Effective:

SECTION 2: REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within the State of Florida.

Customers and users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in this Price list, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the customer, in the event the Company prevails in the action. In addition, the Company will be entitled to any other relief the court may award.

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.3 Terms and Conditions (cont'd.)

- E) Service may be terminated upon written notice to the Customer if:
- 1) the Customer is using the service in violation of this price list; or
 - 2) the Customer is using the service in violation of the law.
- F) This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- G) Southern Bell Telephone Company of Florida or Any Other Telephone Company of Florida must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2: REGULATIONS2.2 Liability of the Company

- A) Except as otherwise stated in this Price list, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C) The Company shall not be liable for:
- 1) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or
 - 2) for the acts or omissions of common carriers or warehousemen.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

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SECTION 2: REGULATIONS2.2 Liability of the Company (cont'd.)

- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or 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 any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.2 (E) as a condition precedent to such installations.
- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2: REGULATIONS2.2 Liability of the Company (cont'd.)

- J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.
- K) The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2: REGULATIONS2.3 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer can expect a quality of service at a level at least equivalent to the service of the incumbent local exchange company. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

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SECTION 2: REGULATIONS2.3 Provision of Equipment and Facilities (cont'd.)

- 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.3.1 Non-routine Installation

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

2.3.2 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;

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SECTION 2: REGULATIONS

2.3 Provision of Equipment and Facilities (cont'd.)

2.3.3 Special Construction (cont'd.)

- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.3.5 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

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SECTION 2: REGULATIONS2.4 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Florida Public Service Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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SECTION 2: REGULATIONS

2.5 Obligations of the Customer

2.5.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this price list;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.5.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2: REGULATIONS2.5 Obligations of the Customer (cont'd.)2.5.1 General (cont'd.)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.5.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2: REGULATIONS2.5 Obligations of the Customer (cont'd.)2.5.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

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SECTION 2: REGULATIONS2.6 Customer Equipment and Channels2.6.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.

2.6.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2: REGULATIONS2.6 Customer Equipment and Channels (cont'd.)2.6.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under this price list may be connected to customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2: REGULATIONS2.6 Customer Equipment and Channels (cont'd.)2.6.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.6.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2: REGULATIONS2.7 Customer Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

2.7.1 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1) two month's charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 15 days after service has been discontinued. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Florida Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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SECTION 2: REGULATIONS2.8 Payment Arrangements2.8.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.8.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

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SECTION 2: REGULATIONS2.8 Payment Arrangements (cont'd)2.8.2 Billing and Collection of Charges (cont'd.)

- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H) If service is disconnected by the Company in accordance with Section 2.8.3 following and later restored, restoration of service will be subject to all applicable installation charges.
- I) All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8.3 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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SECTION 2: REGULATIONS2.8 Payment Arrangements (cont'd.)2.8.3 Discontinuance of Service for Cause (cont'd.)

- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this price list. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.8.3(A) or 2.8.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

2.8.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days, written notice of desire to terminate service. Notice should be sent to:

Broadwing Communications LLC
200 North LaSalle, Suite 800
Chicago, IL 60601
Attn: Customer Care
1-888-362-2522

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SECTION 2: REGULATIONS2.8 Payment Arrangements (cont'd.)2.8.5 Cancellation of Application for Service

- A) Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.8.5(A) through 2.8.5(C) will be calculated and applied on a case-by-case basis.

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SECTION 2: REGULATIONS

2.8 Payment Arrangements (cont'd.)

2.8.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.8.7 Backbilling Procedure

- A) The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to twelve months immediately preceding the date of the bill, except as specified below.
- B) Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:
 - 1) collect calls
 - 2) credit card calls
 - 3) third party calls
 - 4) "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)
- C) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.

2.8.8 Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

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SECTION 2: REGULATIONS2.9 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

2.9.1 Credit for Interruptions

- A) The Company will grant a one (1) day credit for fixed charges for service allowance for any service interruption due to failure in The Company's facility. The Company will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in The Company's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.
- B) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of The Company's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Company equipment or systems; (iii) circumstances or causes beyond the control of Company; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords The Company full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.; and (b) Customer does not continue to use the service on an impaired basis.
- C) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall The Company be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any Company service, equipment, facilities, person or system provided or utilized under this Agreement.
- D) A credit allowance will be given for interruptions of 15 minutes or more.

SECTION 2: REGULATIONS2.9 Allowances for Interruptions in Service (cont'd)2.9.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service 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; and
- G) due to circumstances or causes beyond the control of Company; and
- H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.9.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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SECTION 2: REGULATIONS2.10 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.10.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.8.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

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SECTION 2: REGULATIONS

2.10 Cancellation of Service/Termination Liability (cont'd.)

2.10.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at 8% per year.
- D) the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to Chicago if The Company can utilize the Equipment.

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SECTION 2: REGULATIONS2.11 Customer Liability for Unauthorized Use of the Network2.11.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this price list.

2.11.2 Liability for Calling Card Fraud

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C) The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.

Notice should be sent to:

Broadwing Communications LLC
200 North LaSalle, Suite 800
Chicago, IL 60601
Attn: Customer Care

- D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this price list. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

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SECTION 2: REGULATIONS2.11 Customer Liability for Unauthorized Use of the Network (cont'd.)2.11.3 Liability for Credit Card Fraud and Other Unauthorized Use

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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SECTION 2: REGULATIONS2.12 Use of Customer's Service by Others2.12.1 Resale and Sharing

Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.12.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2: REGULATIONS2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

2.14 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Mail or other communications should be delivered to:

Broadwing Communications LLC
200 North LaSalle, Suite 800
Chicago, IL 60601
Attn: Customer Care

- C) All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2: REGULATIONS2.15 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - a) the operator service provider's name and address;
 - b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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SECTION 2: REGULATIONS

2.15 Operator Services Rules (cont'd.)

A) (cont'd.)

- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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SECTION 3: APPLICATIONS OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.
- F) There shall be no charge for uncompleted calls.

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 95% during peak use periods for all FG D services (1 + dialing).

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SECTION 3: APPLICATIONS OF RATES3.4 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- B) The airline distance between any two rate centers is determined as follows:
- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) FORMULA =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 4: SERVICE AREAS

4.1 Local Exchange Service Areas

Local Exchange Service Areas are provided (pursuant to Section 5) in limited geographic areas. Local Exchange Services bearing the following NPA-NXX are provided in the following areas¹:

NPA/NXX	Local Exchange Service is Available	
561-829	PAHOKEE	BELLEGLADE
305-433	KEY WEST, MARATHON, SUGAR LOAF KEY	BIG PINE
561-208	CORAL SPRING, DEERFIELD BEACH, POMPANOBCH, DELRAY BEACH	BOCA RATON
561-244	DELRAY BEACH, WEST PALM BEACH	BOYNTON BCH
754-323	BOCA RATON, DEERFIELD BEACH, FT LAUDERDALE, POMPANO BEACH	CORAL SPG
954-281	BOCA RATON, CORAL SPRINGS, FT LAUDERDL, POMPANOBCH, DELRAY BEACH	DEERFLDBCH
561-450	BOCA RATON, DEERFIELD BEACH, BOYNTON BEACH	DELRAY BCH
TBA	PORT TST LUCIE	FORTPIERCE
954-727	CORAL SPRINGS DEERFIELD BEACH, HOLLYWOOD, POMPANO BEACH	FTLAUDERDL
TBD	JENSEN BEACH, JUPITER, PORT ST LUCIE, STUART	HOBE SOUND
954-364	FT LAUDERDALE, NORTH DADE	HOLLYWOOD
786-226	PERRINE, MIAMI	HOMESTEAD
TBD	KEY LARGO, MARATHON	ISLAMORADA
TBD	HOBE SOUND, PORT TST LUCIE, STUART	JENSEN BCH
TBD	HOBE SOUND, WEST PALM BEACH	JUPITER
305-735	ISLAMORADA, NOKEYLARGO	KEY LARGO
TBD	SUGAR LOAF KEY, BIG PINE	KEY WEST
TBD	BIG PINE, ISLAMORADA	MARATHON
786-206	HOMESTEAD, PERRINE, NORTH DADE	MIAMI
TBD	KEY LARGO	NOKEYLARGO
786-207	MIAMI, HOLLYWOOD, PERRINE	NORTH DADE
786-232	BELLEGLADE	PAHOKEE
TBD	HOMESTEAD, MIAMI, NORTH DADE	PERRINE
954-283	BOCA RATON, CORAL SPRINGS DEERFIELD BEACH, FT LAUDERDALE	POMPANO BCH
TBD	FORT PIERCE, HOBE SOUND, JENSEN BEACH, STUART	PTST LUCIE
TBD	VERO BEACH	SEBASTIAN
TBD	HOBE SOUND, JENSEN BEACH, PORT ST LUCIE, INDIANTOWN	STUART
TBD	BIG PINE, KEY WEST	SUGARLFKEY
TBD	SEBASTIAN	VERO BEACH
561-202	JUPITER, BOYNTON BEACH	WPALMBEACH

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SECTION 5: LOCAL EXCHANGE SERVICE

5.1 General

Local Exchange Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this price list;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State price lists, or which maintain other types of traffic exchange arrangements with the Company.
- G) Local Exchange Service can be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to numbers "NXX 976" will not be blocked unless otherwise specified by the Customer at the time service is ordered. The Customer assumes full responsibility for any payment if they originate calls to caller-paid or pay per call information services.

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SECTION 5: LOCAL EXCHANGE SERVICE

5.1 General (cont'd.)

Each Local Exchange Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Local Exchange Services are offered:

- Basic Line Service (both Residential and Business)
- Basic Trunk Service
- DID Trunk Service
- Digital Trunk Service
- ISDN Primary Rate Interface (PRI) Service

5.1.1 Monthly access rates for network access lines are determined by class of service and by rate group.

5.1.2 The appropriate rate group for each district is shown in section 5.2 following.

5.2 Exchange Area Rate Groups

Exchange areas are classified by rate groups for the purpose of establishing local service charges. The rate group classification is based on the number of customers in the local service area.

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SECTION 5: LOCAL EXCHANGE SERVICE5.3 Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard services: access to 911; operator services, and relay services. Each Basic Line is also provided with the following standard features which can be deleted at the Customer's option:

Touch Tone
Call Waiting
Call Forwarding
Three-Way Conference Calling

Non-recurring and Recurring charges per Basic Line apply as follows:

<u>Rate Zone</u>	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
All Zones	\$500.00	\$25.00

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SECTION 5: LOCAL EXCHANGE SERVICE

5.4 End User Common Line (EUCL) Charge

End User Common Line Charges as filed for the State of Florida in Broadwing Communications LLC tariff FCC #1 will be applicable to all end users.

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SECTION 5: LOCAL EXCHANGE SERVICE5.5 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID number blocks, see Sections 5.6 & 5.7.

Non-recurring and Recurring charges per Basic Trunk apply as follows:

<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
\$500.00	\$25.00

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SECTION 5: LOCAL EXCHANGE SERVICE5.6 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and Recurring charges per DID Trunk apply as follows:

<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
\$500.00	\$35.00

5.7 Digital Trunk Service

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability.

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SECTION 5: LOCAL EXCHANGE SERVICE

Additional charges for DID number blocks are set forth in Section 6.2. Monthly recurring rates per Digital Trunk. Rates include local usage. IntraLATA toll usage charges are not included in monthly rates.

Digital T1

<u>T1 Equivalent</u> <u>T1 Equivalent</u>	(Rates apply to all Rate Zones)	
	<u>1 year term</u>	<u>2 year term</u>
1-10	<u>1 YR</u> \$800	<u>2 YR</u> \$740
11-27	\$780	\$720
28+	\$760	\$700

DID/DOD T1

<u>T1 Equivalent</u>	(Rates apply to all Rate Zones)	
	<u>1 year term</u>	<u>2 year term</u>
1-10	\$775	\$715
11-27	\$755	\$695
28+	\$735	\$675

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SECTION 5: LOCAL EXCHANGE SERVICE

5.7 Digital Trunk Service cont'dFlat Rate

Monthly recurring rates per Digital Trunk per point. Monthly rates include local usage and up to a maximum of 20,000 minutes of intraLATA toll usage. IntraLATA toll usage restriction is per circuit.

Digital T1

<u>T1 Equivalent</u>	<u>1 YR</u>	<u>2 YR</u>
1-10	\$900	\$840
11-27	\$880	\$820
28+	\$860	\$800

DIOD T1

<u>T1 Equivalent</u>	<u>1 YR</u>	<u>2 YR</u>
1-10	\$875	\$815
11-27	\$855	\$795
28+	\$835	\$775

The above recurring rates per Digital Trunk per point does not apply to DOD circuits and circuits can not exceed 30 miles from customers premise. For the above rates to apply, the customer must meet an average minimum usage of \$1500 per circuit per customer account.

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SECTION 5: LOCAL EXCHANGE SERVICE

5.7 Digital Trunk Service (cont'd.)

Non-recurring rates per Digital Trunk per point apply as follows:

	<u>Non-Recurring Charge</u>
Install	\$750.00

Customer may, at its option, procure links directly from another service provider other than The Company while subscribing to Company port elements.

5.8 ISDN Primary Rate Interface (PRI) Service

ISDN PRI is a competitive digital business telecommunications service offered to all customers located within Miami LATA 460. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. ISDN PRI end users will connect their CPE equipment to The Company's central office via T1 connections.

All Customer Provided Equipment (CPE) used with The Company's ISDN PRI is required to conform with the Bellcore Technical Reference Specifications as used by the Company: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY-000754.

5.8.1 Standard Features for Circuit Switched Voice and Circuit Switched Data ServicesA) Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the The Company's ISDN PRI trunk to share "B" channels and arrange them as a single trunk group.

This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between The Company and Southern Bell Telephone Company of Florida. All of the 23 channels (24 where technology permits) are usable as stand alone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

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SECTION 5: LOCAL EXCHANGE SERVICE5.8 ISDN Primary Rate Interface (PRI) Service cont'd5.8.1. Standard Features for Circuit Switched Voice and Circuit Switched Data ServicesB) Caller Name and Number Delivery (Caller ID) Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

C) Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via The Company's ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D) Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

E) "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbs for each additional PRI port connection.

F) Equal Access Calling

Allows the customer to predefine an interexchange carrier or randomly access an interexchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of Florida with the F.C.C. in Broadwing Communications LLC Price list F.C.C. No. 1.

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SECTION 5: LOCAL EXCHANGE SERVICE5.8 ISDN Primary Rate Interface (PRI) Service cont'd5.8.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services

A) Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A predetermined "D" channel on another PRI connection would automatically take over call control and signaling functions.

	Monthly Recurring Charge	Non Recurring Charge
D-Channel	\$50.00	\$50.00

B) System Intercommunication Service

Allows The Company's ISDN PRI "B" channels to connect to a Centrex business system or another Company ISDN PRI that originates in the same central office. This feature is offered on a per trunk group basis only.

C) Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

D) Network Ring Again

Enables station users whose Digital PBX is connected to a central office by ISDN Prime to complete calls to a busy station line in another system without redialing. The system may be in the same or a different central office.

E) Network Name Display

Allows the name of a station user calling over an ISDN PRI to be forwarded for display on a properly equipped customer-provided set. The terminating system may be in the same or a different central office.

F) Caller Name and Number Delivery (Caller ID)

Caller ID allows customers to receive the name and number of the calling party at a PBX/station equipped with a customer-provided display. The Customer must have a PBX

or Key System that is ISDN NI-2 compliant and can accept a PRI.

Monthly Recurring: \$350.00

Non-Recurring Charge: \$50.00

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SECTION 5: LOCAL EXCHANGE SERVICE5.8 ISDN Primary Rate Interface (PRI) Service (cont'd.)5.8.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)F) Outbound ANI Over T1

Enables The Company's outbound Customers to deliver a pre-programmed calling name and calling number over their T1 Trunks. The Customer can request a specific name and number to be delivered when they make an outbound call.

Monthly Recurring: \$50.00

Non-Recurring Charge: N/A

G) 2B Channel Transfer

Allows the Customer's CPE to more efficiently use PRI trunk connections for ISDN calling. If an inbound call is forwarded or transferred using two channels in a PRI, the channels that were used to make the connection can be dropped and made available to future calls.

Monthly Recurring Charge: \$10.00 per channel

Non-Recurring Charge: \$ 5.00 per channel

5.8.3 Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in section 8.3 of this price list.

5.8.4 Line Charges

The rates shown below for The Company's PRI include local usage charges. Separate charges for intraLATA toll usage charges and associated customer premises equipment apply.

T1 Equivalent	(Rates apply to all Rate Zones)	
	1 year term	2 year term
1-10	\$800	\$740
11-27	\$780	\$720
28+	\$760	\$700

Flat Rate

The rates shown below for The Company's PRI include local usage charges and a maximum of 20,000 intraLATA toll minutes of use per circuit per month.

<u>T1 Equivalent</u>	<u>1 YR</u>	<u>2 YR</u>
1-10	\$900	\$840
11-27	\$880	\$820
28+	\$860	\$800

The above recurring rates for The Company's PRI does not apply to DOD circuits and circuits can not exceed 30 miles from customers premise. For the above rates to apply, the

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customer must meet an average minimum usage of \$1500 per circuit per customer account.

5.9 Inbound Digital DID Service From Multiple Rate Centers

Inbound Digital DID Service From Multiple Rate Centers is designed for high volumes of inbound calling. A minimum order of 24 lines is required. This service will support all rate centers per facility or trunk group within The Company's's designated service areas.

Customers may choose to have Inbound Digital DID Service from Multiple Rate Center equipped with ISDN Primary Rate Interface (PRI).

For all Rate Zones, Monthly recurring rates per T1 apply as follows:

#T-1s	ISDN PRI	
	1 YR	2 YR
1 – 3	\$1,700	\$1,530
4 – 6	\$1,530	\$1,360
7 – 11	\$1,445	\$1,275
12 – 18	\$1,360	\$1,190
19 – 27	\$1,275	\$1,105
28+	\$1,190	\$1,020

Non-recurring rates per T1 apply as follows:

	<u>Non-Recurring Charge Per T1</u>
Install	\$500.00

ISDN PRI Co-located

<u>Flat Rate</u>		<u>Measured Rate</u>	
1 YR	2 YR	1 YR	2 YR
\$600	\$575	\$420	\$403
\$575	\$550	\$403	\$385
\$550	\$525	\$385	\$368
\$525	\$500	\$368	\$350

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Non-recurring rates per T1 for co-location apply as follows:

	<u>Non-Recurring Charge Per T1</u>
Install	\$150.00

5.10 Virtual Exchange Service

5.10.1 Description

Virtual Exchange is an inbound foreign exchange (FX) service. The Company assigns telephone numbers (NPA-NXX-XXXX) from a foreign rate center outside the subscriber's geographic exchange area. Virtual Exchange service must terminate on The Company's provided DID, DIOD, 2-way or ISDN PRI access facilities.

Virtual Exchange customers must subscribe to The Company's DID, DIOD, 2-way or ISDN PRI service and maintain a BTN (Billing Telephone Number) from within their home rate center. Virtual Exchange service is an inbound only feature. All outbound calls originated from a Virtual Exchange customer will be charged at applicable usage rates based upon the customer's home rate center.

Virtual Exchange numbers are available only from existing Company service areas as defined in this tariff.

5.10.2 Rates

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Rate Center Charge	\$50.00	\$100.00
DID Numbers (charge per number)	\$ 0.15	\$ 1.00

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SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES

5.11 Private Line Service5.11.1 Description

Private line service provides a dedicated transmission path on a point-to-point basis that does not interface with a Company switch. Private line is an IntraLATA service and is offered on a DS3, OC3, OC12 and OC48 level. Private line service can be utilized either by collocated customers or by customers in a location that is served by the Company's fiber network (On-Net).

5.11.2 Restrictions

The following restrictions apply to private line service:

1. If only one or none of the end-points is On-Net, the private line service is then limited to a DS3 level.
2. Private line service is available in all Company markets.
3. Private line service for service levels above OC3 is available on an individual case basis.
4. Private line service is available as an IntraLATA service only.

5.11.3 Pricing

	<u>DS3</u>	<u>OC3</u>
Non-Recurring Charges		
Installation, Equipment & Fiber Pull (if required)	\$1000	\$2500
Monthly Recurring Charges		
Mileage	\$2500	\$7500
0 Mile	\$0.000	\$0.000
Each additional mile	\$ 70	\$ 210

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SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES

6.1 Directory Listings

6.1.1 Primary Listing

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. This free primary listing includes a one-line listing in the white pages and a one-line heading in the yellow pages. It consists of a name and may include a nickname, title, designation, and an address and a telephone number.

6.1.2 Other Directory Listing Services

At the Customer's option, the Company will arrange for other directory listing services at the following rates:

	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Listed Service		
Primary Listing	\$19.00	N/C
Additional Listing	\$19.00	\$2.10
Caption	\$19.00	\$2.10
Foreign Listing	\$19.00	\$2.10
Line of Information	\$19.00	\$2.10
Unlisted Service	\$19.00	\$1.15
Non-Published Service	\$19.00	\$1.75

6.2 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.2, 5.4 and 5.6, respectively.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number must be provided to the Company in writing no less than five (5) months

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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prior to activation. In addition, the Company reserves the right to review vacant DID stations or

6.2 Direct Inward Dial (DID) Service cont'd

stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
	<u>Monthly Recurring</u>	<u>Non-Recurring Charge</u>
Digital T1 and PRI Installation Charges	N/A	\$150.00
DID numbers (charge per number)	\$0.15	\$ 1.00

6.3 Local Number Portability (LNP)

LNP is an intelligent network function that allows a telephone customer the ability to keep their existing phone number while changing their telecommunications service provider. LNP is currently available in Miami 460. LNP is available within a rate district. The rate districts that form each rate center mirror those of BellSouth within LATA 460, and are detailed in the Local Exchange Routing Guide. A customer must keep the same address where they currently receive

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service or if a customer is moving to a new location, the new service address must be within the same rate center as the old service address. The customer must keep the same level of service (DID, T1, etc.) that they had with the old service provider. The LNP Monthly Charge is being introduced pursuant to the Federal Communications Commission's Third Report and Order in CC Docket No. 95-116, Released May 12, 1998 and will be assessed on a per network access line basis.

6.3.1 Local Number Portability (LNP) Rate

Monthly Recurring Charge \$0.32 per line

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SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES

6.4 Digital Data Service

Description

Digital Data Service (DDS) allows customers to efficiently use PRI trunk connections for various data applications. Customers may utilize full 64K bandwidth of capacity on each B-channel. When a customer makes or receives a DDS call, the Company's switch recognizes the call as DDS and routes it appropriately based on the route characteristic tables set up in translations.

DDS is only available on a PRI provisioned from the Company and is used in conjunction with the Company's long distance service (Section 10 of this tariff). The customer is responsible for insuring that the equipment at the customer's premise is capable of accepting PRI programming, able to perform channel bonding and capable to provide videoconferencing (if necessary for the customer's application). The customer must also ensure that connections to the terminating location are capable of supporting 64k bandwidth transmissions. The Company will make available 64k bandwidth connections on its network. The customer must submit a forecast to the Company if they wish to utilize DDS so that the Company can ensure proper bandwidth capabilities. DDS is not available with calling cards. DDS is available on a one or two year term.

DDS is charged at a per channel/per minute rate. A single channel is measured as 64K. The 64K rate should be multiplied times the number of channels needed for each data transmission.

Rates

	1 Year	2 Years
On Market	\$0.0875	\$0.0813
Off Market	\$0.1900	\$0.1805
Toll Free Service	\$0.1500	\$0.1425

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SECTION 7: RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

The Company does not offer this service at this time.

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SECTION 8: LOCAL AND INTRALATA CALLING SERVICE

8.1 Description

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas, but within the caller's LATA.

8.2 Time Periods

Peak, and Off-Peak rates apply as follows:

Rates	From	To But Not Including	Days
Peak	8:00 AM	5:00 PM	Monday-Friday
Off-Peak	5:00 PM	8:00 AM	Monday-Friday
	8:00 AM	8:00 AM	Saturday-Sunday
	8:00 AM	8:00 AM	Holidays*

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), 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 8: LOCAL AND INTRALATA CALLING SERVICE8.3 Rates

The rates set forth in this section apply to all direct-dialed local and IntraLATA calls. For operator-assisted local and intraLATA calls, the operator charges listed in Section 12.1.3 apply in addition to the charges listed below.

8.3.1 Rates for Local Calling Plans

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

8.3.1.1 Basic Rate Service

	<u>Per Minute</u>
Local Calls Measured	\$0.0055 - \$0.0052
IntraLATA Toll	\$0.0600 - \$0.0570

Volume Discounts

Monthly Usage	Discount
\$0 - \$349	0%
\$350 - \$699	5%
\$700 - \$1,399	10%
\$1,400+	15%

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SECTION 9: MESSAGE TOLL SERVICE

9.1 Description

Message Toll Service enables a User of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Calling Area, but within the State of Florida.

MTS calls will be billed in 6-second increments with an initial billing period of 18 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A) Subscriber MTS enables Users of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area, but within the State of Florida.
- B) Pre-subscriber MTS enables a User of an exchange access line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed MTS to originate calls to any station on the public switched telecommunications network within the State of Florida. Calls to stations bearing an NPA-NXX designation associated with a point outside the Customer's LATA may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

9.2 Rates

The rates set forth below are for all direct dialed Message Toll Service (MTS) calls. Rates for Operator assisted calls are set forth in Section 12.

Rate per minute

- A) Subscriber \$0.070 - \$0.0665

Volume Discounts

Monthly Usage	Discount
\$0 - \$349	0%
\$350 - \$699	5%
\$700 - \$1,399	10%
\$1,400+	15%

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SECTION 9: MESSAGE TOLL SERVICE9.3 Toll FreeDescription

Toll-Free 8YY Service is an inward calling switched service which permits a call to be completed at the Customer's location without charge to the calling party. Access to the service is gained by an end user dialing a 10-digit telephone number in the 8YY NPA which will terminate at the Customer's location. The usage is billed to the Customer in 6-second increments, with an initial billing period of 18 seconds per call.

9.3.1 Rates

	1 YR Term	2 YR Term
Interstate	\$0.0500	\$0.0475
Intrastate	\$0.0700	\$0.0665
IntraLATA	\$0.0550	\$0.0523

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SECTION 10: OUTBOUND 64K SERVICE10.1 Outbound 64K Long Distance

10.1.1 Description

Outbound 64K LD allows customer to efficiently use ISDN-PRI trunk connections for videoconferencing. This product allows for full 64K bandwidth on each "B" channel for long distance calls.

10.1.2 Regulations

Outbound 64K LD is available with a Company ISDN-PRI circuit. The customer must ensure that their equipment is programmed to accept ISDN-PRI signaling and perform channel bonding. Outbound 64K LD is available where facilities exist. The ability of the public switched telephone network to support 64K bandwidth may also affect the availability of this product. The customer must ensure that the terminating location of the videoconference is able to accept end-to-end 64K bandwidth and both locations of the call must be on the Company's network.

Outbound 64K LD is available with either Company Long Distance or LocaLINC Long Distance services. Rates for these services, as listed in sections 10 and 14 of this tariff will apply.

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SECTION 11: OTHER SERVICE ARRANGEMENTS

11.0 Other Service Arrangements

This Section reserved for Other Service Arrangements.

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SECTION 12: MISCELLANEOUS SERVICES

12.1 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services, to users accessing presubscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier's access lines which the Customer has pre-subscribed to the Company's outbound calling services.

12.1.1 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third-party telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

SECTION 12: MISCELLANEOUS SERVICES12.1 Operator Services (cont'd.)

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 12.2.3 and Section 12.3.2 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
Person-to-Person (Customer Dialed)	\$4.00
Station-to-Station (Customer Dialed)	\$0.90
Operator Dialed Charge (applies in addition to other operator charges)	\$1.00
Billed to Non-Proprietary Calling Card (additional surcharge)	\$0.35

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SECTION 12: MISCELLANEOUS SERVICES12.2 Busy Line Verify and Line Interrupt Service12.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

12.2.2 Regulations

- A) A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- B) No charge will apply:
 - 1) When the calling party advises that the call is to or from an official public emergency agency.
 - 2) Under conditions other than those specified in 12.2.2(A) preceding.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 12: MISCELLANEOUS SERVICES12.2 Busy Line Verify and Line Interrupt Service (cont'd.)12.2.3 RatesPer Request Charges

Busy Line Verify Service (each request)	\$6.00
Busy Line Verify and Busy Line Interrupt Service (each request)	\$6.00

12.3 Directory Assistance12.3.1 Description

Customers and Users of the Company's calling services (excluding toll free services) may obtain directory assistance in determining telephone numbers within Miami by calling the Directory Assistance operator.

12.3.2 Rates

- A) Directory Assistance charges apply for all requests for which the Company's facilities are used. 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.

	<u>Local</u>	<u>All Others</u>
Per Number Requested	\$0.50	\$0.75

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

- 1) the Customer experiences poor transmission or is cut-off during the call,
- 2) the Customer is given an incorrect telephone number, or
- 3) the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

SECTION 12: MISCELLANEOUS SERVICES12.4 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per occasion:

Non-Recurring

Per occasion	\$50.00
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12.5 Service and Maintenance Charges12.5.1 Order Change Charge

An Order Change Charge will apply when the Company performs some alteration to a customer's existing telephone service including moves, adds, changes and disconnects, or for establishing new service.

Non-recurring charge: \$150.00 per change

12.5.2 Expedited Order Charge

An Expedited Order Charge will apply when a customer requests a service date that is earlier than the standard interval service date for the service ordered. The request for an earlier service date may be received from the customer prior to the issuance of an order, or after the order has been issued but prior to the service date. The Company's acceptance of an expedited order is not a guarantee, implied or otherwise, that the service will be installed on or before the customer's requested date. If The Company accepts an expedite order and does not meet the customer's requested date, the expedite order fee will not be refunded.

Non-recurring charge: \$500.00 per request

12.5.3 DID Number Translation Charge

The DID Number Translation Charge covers customer-initiated translation work that takes place within the Company's switching platforms or network in order to properly route calls to customer specifications.

Non-recurring charge: \$100.00	Monthly Recurring Charge: \$100.00
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SECTION 12: MISCELLANEOUS SERVICES

12.5 Service and Maintenance Charges cont'd12.5.4 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may be assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician.

Non-Recurring Charge: \$50.00 per visit

12.6 Emergency Telephone System (9-1-1, E9-1-1)

The Company has provided primary and secondary trunking (for redundancy) to route 9-1-1 traffic from the Company's switch to the Regional Bell Operating Company (RBOC) Central Offices that route 9-1-1 calls to Public Safety Answering Points (PSAP).

12.7 Relay Service

The Company will provide to all customers telecommunications relay service capability or access necessary to comply with state and federal regulations. The Company will bill relay calls 50 percent off the applicable rate for a voice no-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 60 percent off the applicable rate for a voice non-relay call. As mandated by the Florida Public Service Commission The Company is charging an \$.12 per access line relay surcharge as per Order No. PSC-03-0678-FOF-TP.

12.8 Liability in Providing 9-1-1

A) The Company's entire liability to the customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section, and in other price lists of the Company. This 9-1-1 service is offered solely to assist the customer in providing 9-1-1 emergency service in conjunction with applicable fire, police and other public safety agencies. By providing this service to the customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the customer.

B) The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance, or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the price list rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer.

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SECTION 12: MISCELLANEOUS SERVICES12.8 Liability in Providing 9-1-1 cont'd

- C) The customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company or customer or any of their employees, directors, officers or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system or for releasing subscriber information in connection with the provision of the 9-1-1 service.
- D) The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems.
- D) The company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 service, including, by way of example and without limitation, when a failure or interruption of 9-1-1 service is due to the attachment of any equipment by a customer to Company facilities.
- E) The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including non-published subscriber information to emergency service providers responding to calls placed to a 9-1-1 service or host providers using such information to provide a 9-1-1 service.

12.9 Labor Charges

The following charges shall apply for labor performed by the Company per Customer request. Labor hours are billed in half-hour increments.

Normal business hours: \$150.00 first ½ hr, \$50.00 each additional ½ hr
(Monday through Friday, 8:00 a.m. to 6:00 p.m., except holidays*)

Off-hour business hours: \$300.00 first ½ hr, \$75.00 each additional ½ hr
(Monday through Friday, 6:00 p.m. to 8:00 a.m., except holidays*)

Saturdays, Sundays, & Holidays*: \$500.00 first ½ hr, \$125.00 each additional ½ hr

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), 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 13: SPECIAL ARRANGEMENTS13.1 Special Construction13.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price lists, charges will be based on the costs incurred by the Company and may include:

- A) non-recurring type charges;
- B) recurring type charges;
- C) termination liabilities; or
- D) combinations thereof.

13.1.2 Basis for Cost Computation

The costs referred to in 13.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation, and
 - 4) rights of way;
- B) cost of maintenance;

SECTION 13: SPECIAL ARRANGEMENTS13.1 Special Construction (cont'd.)13.1.2 Basis for Cost Computation (cont'd.)

- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E) license preparation, processing and related fees;
- F) price list preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.

13.1.3 Termination Liability

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

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

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SECTION 13: SPECIAL ARRANGEMENTS13.1 Special Construction (cont'd.)13.1.3 Termination Liability (cont'd.)

- B) The amount of the maximum termination liability is equal to the estimated amounts for:
- 1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a) equipment and materials provided or used,
 - b) engineering, labor and supervision,
 - c) transportation, and
 - d) rights of way;
 - 2) license preparation, processing, and related fees;
 - 3) price list preparation, processing, and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 13.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 13.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SECTION 13: SPECIAL ARRANGEMENTS13.2 LIFELINE ASSISTANCE PROGRAM AND LINK-UP FLORIDA

The Lifeline Assistance Program and Link-Up Florida offer assistance to qualified residential telephone customers, and are designed to ensure that the basic telephone connection (hook-up) and service remain affordable to all residents of Florida.

Consumers receiving state and federal assistance such as Temporary Cash Assistance (WAGES), food stamps, or Supplemental Security Income (SSI) are eligible for these programs.

The Lifeline Assistance Program provides up to a \$11.35 credit on qualified residential customers' local monthly phone bills, including a federal credit of \$7.85 and a matching credit from their telephone company of \$3.50.

Link-Up Florida provides up to a 50% reduction in the telephone service hook-up charge, to a maximum of \$30.

13.2.1 Credit and Collections(A) Credit Reference

The credit verification procedures used for all applicants who apply for service with the Company will also be used for applicants who apply for service under the Link-Up America.

(B) Deposits

The deposits standards used for all applicants who apply for service will also be used for applicants who apply for service under the Link-Up America program.

(C) Collection Standards

Once service has been established for a Link-Up America applicant, he or she will be expected to adhere to the same bill payment policies expected of any other Company customer.

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SECTION 13: SPECIAL ARRANGEMENTS13.3 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.

13.4 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 14: INTRA-NETWORK CALLING14.0 Caller Name and Number Delivery (Caller ID) Blocking14.0.1 Per-Call Blocking

Per-Call Blocking is available to all customers in the Company's territory. This blocking option allows the calling party to block the passage their telephone number and name on outgoing calls on a per-call basis. To activate Per-Call Blocking, the customer dials a special code prior to placing each call. There is no charge for using Per-Call Blocking, and it is provided on an unlimited basis. Per-Calling Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

14.0.2 Per-Line Blocking

Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking must be added to a customer's line by placing a service order with the Company. This blocking option automatically prevents the display of the calling number and name on *all* outgoing calls placed from that line, unless the blocking feature is deactivated. Per-Line Blocking is offered free of charge for the first instance, and on a nonrecurring basis thereafter.

A Per-Line Blocking customer can deactivate blocking by dialing a special code. Blocking will be deactivated for that outgoing call only. As facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same.

The Per-Line Blocking option can only be added or removed from a customer's line by placing a service order with the Company. When this service is cancelled, the line is automatically converted to the Per-Call Blocking capability. Per-Line Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

SECTION 14: INTRA-NETWORK CALLING14.1 LocaLINC™ IntraLATA14.1.1 Description

LocaLINC™ allows Company outbound customers to realize savings when they place calls to other Company customers' inbound T1 lines. The same rate applies to all calls within the local and local toll (intraLATA) areas, as defined in Section 4.2 of this price list.

14.1.2 Regulations

- Both the originating and terminating parties must have Company T1/PRI lines in place at the originating and terminating premises. Customers with multiple local providers must program their PBX(s) to route calls over the proper Company T1 trunkgroups. If Company facilities are trunked into a Customer's CENTREX block, then calls into those DIDs will not qualify as LocaLINC™ calls.
- Customers must be in the same LATA. In addition, the customer must have their intraLATA toll traffic PIC-ed to The Company, otherwise only local calls will qualify for LocaLINC™ calls.
- For customers who select this service, LocaLINC™ rates will prevail for all call types.

14.1.3 Rates

The rates set forth in this section apply to all direct-dialed LocaLINC™ calls. For operator-assisted LocaLINC™ calls, the operator charges in Section 12.1.3 apply in addition to the charges listed below.

	<u>1 YR</u>	<u>2 YR</u>
LocaLINC	\$0.0050	\$0.0048
	<u>1 YR</u>	<u>2 YR</u>
Off-Market Interstate	\$0.5000	\$0.0475
Off-Market Intrastate	\$0.0700	\$0.0665
On-Market Interstate	\$0.275	\$0.0261
On-Market Intrastate	N/A	N/A
On-Net Interstate	\$0.0125	\$0.2430
On-Net Intrastate	N/A	N/A
Volume Discounts		
Monthly Usage	Discount	
\$0 - \$349	0%	
\$350 - \$699	5%	
\$700 - \$1,399	10%	
\$1,400+	15%	

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SECTION 14: INTRA-NETWORK CALLING**14.2 LocaLINC™ InterLATA****14.2.1 Description**

LocaLINC™ InterLATA provides a tiered rate structure based upon how and where the interLATA call terminates. With LocaLINC™ InterLATA, there are three types of call terminations.

1. Company – Company InterLATA Calling

Company-to-Company interLATA calling is defined as any interLATA call that originates and terminates on Company facilities.

2. On-Market InterLATA Calling

On-Market interLATA calling is defined as any interLATA call that originates on Company facilities and terminates within one of The Company's markets. The Company's markets are based upon LATA boundaries.

LATAs associated with On-Market InterLATA Calling:

LATA	LATA NAME
128	EASTERN MASS
132	NEW YORK METRO NY
222	DELAWARE VALLEY NJ
224	NORTH JERSEY NJ
228	PHILADELPHIA PA
236	WASHINGTON DC
238	BALTIMORE MARYLAND
320	CLEVELAND OHIO
340	DETROIT MICHIGAN
358	CHICAGO ILLINOIS
438	ATLANTA GEORGIA
460	MIAMI FLORIDA
552	DALLAS TEXAS
560	HOUSTON TEXAS
628	MINNEAPOLIS MINN
674	SEATTLE WASHINGTON
722	SAN FRANCISCO CA
730	LOS ANGELES CA

3. Off-Market InterLATA Calling:

Off-Market interLATA calling is defined as any interLATA call that originates on Company facilities and terminates in a market not served by The Company (the call terminates in a LATA not listed above, but still lies within the 48 contiguous states).

SECTION 15 : GRANDFATHERED SERVICES

14.2 LocaLINC™ InterLATA (cont'd)14.2.3. Regulations

1. Customers must have their interLATA traffic PIC-ed to The Company in order to qualify for LocaLINC™ InterLATA rates.
2. Calls of this type must originate and terminate on Company facilities.
3. Off-Market InterLATA rates do not include international calls or calls to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Bahamas, Jamaica, Dominican Republic, other Caribbean countries, North Mariana Island, and Guam.

14.2.4 Rates

The rates set forth in this section apply to all direct-dialed LocaLINC™ InterLATA calls. All calls will be billed in 6-second increments with an initial billing period of 18 seconds. For operator assisted LocaLINC™ InterLATA calls, the operator charges in Section 12.1.3 apply in addition to the charges listed below

	<u>Rate per minute</u>
Company-to-Company InterLATA Calling	\$0.015 – 0.019
On-Market InterLATA Calling	\$0.035 - \$0.039
Off-Market InterLATA Calling	\$0.055 - \$0.065

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF FLORIDA

FLORIDA TELECOMMUNICATIONS PRICE LIST No. 2

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CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet (s). Original and revised sheets are named as below compromise all changes from the original price list and are currently in effect as of the date at the bottom of this page.

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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS PRICE LIST

The following symbols shall be used in this price list for the purpose indicated below:

- | | |
|---|--|
| C | To signify a changed regulation or rate structure. |
| D | To signify discontinued material. |
| I | To signify an increased rate. |
| M | To signify a move in the location of text. |
| N | To signify a new rate or regulation |
| R | To signify a reduced rate. |
| S | To signify reissued material. |
| T | To signify a change in text but no change in rate or regulation. |

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APPLICATION

This price list applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Broadwing Communications LLC.

Except as provided in 3.1.3(A), this price list applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Florida.

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DEFINITIONS

Certain terms used generally throughout this price list are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's intrastate telephone services offered pursuant to this price list.

Common Carrier

Denotes any individual, partnership, association, joint- stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Company or Broadwing Communications LLC

Broadwing Communications LLC, the issuer of this price list.

Customer

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

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with an NPA-NXX code as listed in 2.8.2(A) following.

End User

A person or entity that subscribes to any Broadwing Communications LLC Exchange Access Service offered under the Company's Price list, P.S.C. No. 2 Price list, Section 5, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

DEFINITIONS

Exchange Telephone Company

Denotes any individual, partnership, association, joint- stock company, trust, or corporation engaged in providing switched communication within an exchange.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. PRICE LIST F.C.C. NO. 4.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

DEFINITIONSService Order

The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Serving Wire Center

The wire center from which the customer designated premises would normally obtain dial tone from the Company.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A Customer or any other person authorized by the Customer to use service provided under this price list.

Wire Center

A building in which one or more end offices, used for the provision of Exchange Services, are located.

REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this price list.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.3 Terms and Conditions (cont'd.)

- (C) In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (D) This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

2.1.4 Liability of the Company

- (A) Except as otherwise stated in this Price list, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality

REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company (cont'd.)(B) (cont'd.)

of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

(C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

(D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

(E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or 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 any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- (I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

REGULATIONS

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

REGULATIONS2.1.6 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of services under this price list and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents, contractors or suppliers.

REGULATIONS

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

REGULATIONS2.3 Obligations of the Customer2.3.3 Jurisdictional Report Requirements

- (A) For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the Customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use. When a Customer orders Feature Group B Switched Access Service, the Customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for Feature Group B Switched Access Service group ordered.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)

(A) (cont'd.)

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

(B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

(C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)

- (D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5. following.

- (E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)

- (F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- (H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

REGULATIONS2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

- (A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

REGULATIONS2.5 Customer Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

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Daniel E Meldazis, Director Regulatory Affairs
200 North LaSalle Street
Chicago, IL 60601

REGULATIONS

2.5 Customer Advance Payments (cont'd.)

Reserved for Future Use

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Daniel E Meldazis, Director Regulatory Affairs
200 North LaSalle Street
Chicago, IL 60601

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REGULATIONS

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.2 Billing and Collection of Charges (cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - (a) a rate of 1.5 percent per month; or
 - (b) the highest interest rate which may be applied under state law for commercial transactions.
- (F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.3 Discontinuance of Service for Cause

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.3 Discontinuance of Service for Cause (cont'd.)

- (G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days, written notice of desire to terminate service. Notice should be sent to:

Broadwing Communications LLC
200 North LaSalle
Chicago, IL 60601
Attn: Customer Care
1-888-362-2522

REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this price list where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- (A) For Feature Group B and/or D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service price list. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company price list are applicable.

REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

(B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.5 (A) preceding are determined as follows:

(1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.8.2 following.

(2) For Feature Groups B or D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes

by

the number of airline miles as determined in (1) preceding

by

the Company's appropriate Local Transport Facility per mile per access minute rate

by

the Company's billing percentage factor.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

(B) (cont'd.)

(2) (cont'd.)

(b) Multiply:

The number of access minutes

by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

- (C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices is listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. PRICE LIST F.C.C. NO. 4.
- (D) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5 (A) preceding, the Company will give affected Customers 30 days' notice.
- (E) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.5 (B) preceding, will not be applied to the meet point billing arrangement.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Order Modifications.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

REGULATIONS2.7 Allowances for Interruptions in Service

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

REGULATIONS2.7 Allowances for Interruptions in Service (cont'd.)2.7.1 Credit for Interruptions (cont'd.)(B) (cont'd.)

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.1 Credit for Interruptions (cont'd.)

(B) (cont'd.)

Interruptions Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

REGULATIONS2.7 Allowances for Interruptions in Services (cont'd.)2.7.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this price list by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service 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; or
- (G) interruption of service due to circumstances or causes beyond the control of Company.

REGULATIONS2.7 Allowances for Interruptions in Service (cont'd.)2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

REGULATIONS2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

REGULATIONS

2.8 Application of Rates (cont'd.)

2.8.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- (A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. PRICE LIST FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

REGULATIONS2.8 Application of Rates (cont'd.)2.8.2 Rates Based Upon Distance (cont'd)

(B) The airline distance between any two wire centers is determined as follows:

- (1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA price list.
- (2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(7) Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

REGULATIONS2.8 Application of Rates (cont'd.)2.8.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.2.

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGB Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

800 Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800".

Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill end users of its toll free service for any dial around compensation costs the Company may incur.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

(A) For Feature Group B Switched Access Service:

- o When direct routing to an end office is desired, the Customer shall specify:
 - the number of trunks,
 - the end office and
 - the Local Transport and Local Switching options desired.
- o When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:
 - the number of trunks,
 - the access tandem switch,
 - the Local Transport and Local Switching options desired, and
 - an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)

- (B) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

the end office and
the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

the access tandem,
the Local Transport and Local Switching options desired, and
an estimate of the amount of traffic to be generated to and/or from
each Company end office subtending another Exchange
Telephone Company's access tandem.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)

- (C) For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 800 Data Base Service, the Customer shall so specify on the order for service.

3.1.1.1 Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

(A) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.1 Access Order Service Date Intervals (cont'd.)(B) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (1) There is no Standard Interval for the service, or;
- (2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (3) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.1 Access Order Service Date Intervals (cont'd.)(B) Negotiated Interval (cont'd.)

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an 800 Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of an 800 Access Service ten digit customer identification record to the 800 Access Service data base or the deletion of an 800 Access Service ten digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval.

Initial establishment of
service where Customer is:

Maximum Interval

- | | |
|--|----------|
| - Not yet provided with any
Trunk Group service in the LATA | 6 months |
| - Provided Trunk Group service
in the LATA | 90 Days |

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.1 Access Order Service Date Intervals (cont'd.)

(C) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.1 Access Order Service Date Intervals (cont'd.)(C) Advance Order Interval (cont'd.)(1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment
(Nonrefundable)

The minimum
monthly charge for
the minimum period
plus the applicable
Nonrecurring Charges
for the services
ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.1 Access Order Service Date Intervals (cont'd.)(C) Advance Order Interval (cont'd.)(1) Advance Payment (cont'd.)

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.2 Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

(A) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.2 Access Order Modifications (cont'd.)

(A) Service Date Change Charge (cont'd.)

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

(B) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.2 Access Order Modifications (cont'd.)(C) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.2 Access Order Modifications (cont'd.)(D) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

DSO Order Expedite Charge

The Company will impose an expedite charge on any order for circuits requested by the customer to be installed earlier than the standard interval for DSO orders. A charge of twenty-five dollars per DSO expedited, regardless of service address, will be assessed to the customer .

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.3 Cancellation of an Access Order

(A) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.3 Cancellation of an Access Order (cont'd.)

- (B) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - (2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.4 Minimum Period

- (A) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- (B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building.
- (2) A change in type of service.
- (3) A change in Switched Access Service Interface Group.
- (4) A change in Switched Access Service traffic type.
- (5) A change in STP Access link.
- (6) A change in STP Port.
- (7) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.5 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3.1.1.6 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

(1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.6 Nonrecurring Charges (cont'd)(1) Installation of Service (cont'd)

basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

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

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.6 Nonrecurring Charges (cont'd)(2) Service Rearrangements (cont'd)(b) Moves to a Different Building

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

3.1.1.7 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 5.1.3(E) following, for each overflow in excess of ordered capacity.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Local Transport
- End Office

(A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

(1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

(A) Carrier Common Line (cont'd.)

(1) Limitations (cont'd.)

(d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.

(e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

(2) Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this price list, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 5.1.2 following.

(3) Obligations of the Customer

(a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

(b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

(A) Carrier Common Line (cont'd.)

(4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 5.1.3(F) following, is not subject to a Carrier Common Line charge.

(5) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.
- (b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with Southern Bell Telephone Company of Florida, Inc. Charges for Local Transport service are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport Mileage, distance will be measured from the wire center that normally serves the Customer's premises to the end office switch(es).

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)

The Company will provide Direct Trunked Transport between a Customer's premises and the Company's end office switch(es) upon request. At the Customer's option, Entrance Facility, Direct Trunked Transport, and STP Link Transport, may be provided by the Company, by the Customer, or by another carrier. If Direct Trunk Transport facilities are terminated at a Company end office switch location by a Customer, or by another carrier on behalf of a Customer, Entrance Facility Termination charges as described in 3.1.2(B)(1) will apply, but no other Local Transport elements will be charged. Where Common Channel Signaling Access is ordered by a Customer that uses Direct Trunk Transport facilities, the STP Port charge as described in 3.1.2(B)(7) will also apply.

The following paragraphs describe the Local Transport rate elements.

Local Transport - Entrance Facility;
 Common Switched Transport;
 Direct Trunked Transport;
 Interconnection Charge

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)(1) Local Transport-Entrance Facility

A Local Transport-Entrance Facility provides the communication path between a Customer's premises and the Company serving wire center of that premises for the sole use of the Customer. The Local Transport-Entrance Facility category is comprised of a DS1 rate. A Local Transport-Entrance Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

(2) Local Transport-Common Switched Transport

- (a) The Local Transport Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.
- (b) The Local Transport Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)(3) Local Transport- Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office or as an option from the serving wire center to a tandem. This transmission path is dedicated to the use of a single Customer.

The Local Transport-Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Local Transport- Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

(4) Local Transport-Interconnection Charge

The Local Transport-Interconnection Charge provides for interconnection with the Company's Switched Access network. This rate element will be applied to all Switched Access minutes of use (except Local Exchange Access Service) that originate or terminate at a Company end office.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)(5) Local-Transport Facilities

DS1 facilities are available for Local Transport-Entrance Facilities and for Local Transport-Direct Trunked Transport facilities. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

(6) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port Termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the serving wire center of the customer designated premises and the Company STP.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)(7) Interface Groups

The Interface Group is provided for terminating the Local Transport at the Customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features.

Interface Group 1 provides DS1 level digital transmission at the point of termination at the Customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate element.

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.3 Other Rate Categories(A) 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed 800 number. In addition, the Customer has the option of selecting the 800 Optional Features Package. Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill end users of its toll free service for any dial around compensation costs the Company may incur.

(1) Customer Identification Charge

The 800 Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Florida.

(2) Customer Delivery Charge

The 800 Data Base Access Service Delivery Charge applies for the delivery of the dialed 800 ten-digit number. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Florida.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Other Rate Categories (cont'd.)

(A) 800 Data Base Access Service (cont'd.)

reserved for future use.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (Cont'd.)3.1.3 Other Rate Categories(B) Local Exchange Access Service1) Definition

As used in this section, "local exchange call" means a telephonic communication (a) that is originated by a company that is authorized by the appropriate regulatory agency to provide local exchange telephone service, (b) that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved price lists of the originating company, and (c) that is dialed to an NPA-NXX code directly assigned to the Company in the State of Florida.

2) Description

Local Exchange Access Service is a service offering providing trunk side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate in the State of Florida and terminate to the Company's end users in the State of Florida. Local Exchange Access Service must be provided to a Point of Interface (POI) which will be established jointly by the Company and the customer at a location within the State of Florida and in the same LATA as the Company end office at which the local exchange call will terminate. Local Exchange Access Service provides a transmission path between the POI and the Company's end user.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (Cont'd.)3.1.3 Other Rate Categories (cont'd.)(B) Local Exchange Access Service (Cont'd.)3) Obligations of the Local Exchange Provider

- (a) The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Access Services (calls originating from the Company's end-user to the authorized local exchange provider's end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.
- (b) The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Access Service arrangement.

4) Rating of Local Exchange Access Service

For billing purposes, Local Exchange Access Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

5) Rate Regulations

Local Exchange Access Service will consist of the following rate categories.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (Cont'd.)3.1.3 Other Rate Categories (cont'd.)(B) Local Exchange Access Service (cont'd.)5) Rate Regulations (cont'd.)(a) Terminating Usage

The Terminating Usage rate will be applied on a per minute-of-use basis, as set forth in 5.1.6 following, for the completion of calls from a authorized local exchange provider end-user to a Company end-user.

(b) Direct Trunked Transport

Direct Trunked Transport provides the communication path between an authorized local exchange provider's POI and the Company's end office for the sole use of the authorized local exchange provider. The Direct Trunked Transport rates are billed on a monthly recurring and a per mile basis as specified in Section 5.1.3(C) of this price list. A Customer may use a single Direct Trunk in conjunction with Local Exchange Access Service and other Switched Access Services. The Company shall require the Customer to file a Percentage of Local Usage (PLU) report which should, upon ordering Direct Trunked Transport from the Company, be revised on a quarterly basis.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories (cont'd.)

(B) Local Exchange Access Service (cont'd.)

5) Rate Regulations (cont'd.)

(c) Service Orders

The Service Order charges as specified in Section 5.1.1 of this price list will apply on a per order basis.

(d) Other Standard Charges

Standard charges set forth in 3.1.2 do not apply to Local Access Service, except for the specific rate elements identified in (b) and (c) above.

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MISCELLANEOUS SERVICES3.2 Miscellaneous Services3.2.1 Presubscription

- (A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Price list. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1, applies.
- (B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service and applies only for selection of an IC which provides only intrastate service.

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BILLING AND COLLECTION SERVICES4.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through Switched Access Service. Recording is provided 24 hours a day, 7 days a week.

The Company will provide Recording Service in association with the offering of Feature Groups B for 900 Access Service and D Switched Access Service for Customer messages that can be recorded by Company provided automatic message accounting equipment. At the request of the Customer, Recording Service will be provided for Feature Group D Switched Access Service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 Service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The Company will provide Recording Service in its operating territory. The minimum territory for which the Company will provide Recording Service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Feature Group B for 900 service or D Switched Access Service. A state operating territory of particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same Company.

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BILLING AND COLLECTION SERVICES4.2 Recording Service (cont'd.)

For Feature Group B for 900 Access Service and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a Customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call Recording Service when requested by the Customer.

4.2.1 Undertaking of the Company

- (A) The Company will record all customer messages carried over Feature Group B for 900 Access Service and D Switched Access Service that are available to Company provided recording equipment of operators. Unavailable customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.
- (B) A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change.

Assembly and Editing, Provision of Customer Detail, Data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.

- (C) Recorded customer message detail which is used at the request of the Customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than 45 days. The rated but unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by Message Processing Service at the Customer's request, the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the

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4.2 Recording Service (cont'd.)

4.2.1 Undertaking of the Company (cont'd.)

(C) (cont'd.)

Customer and make it available again for the Customer. The charges as set forth in 5.3.1 following will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

4.2.2 Liability of the Company

Notwithstanding 4.2.1 preceding, the Company liability for Recording Service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity other than as set for in (A) and (B) preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

4.2.3 Obligations of the Customer

- (A) The Customer shall order Recording Service under a Special Order. The Customer shall order Recording Service at least one month prior to the date then the Customer message detail is to be recorded, unless Customer's request requires that Recording Service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

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BILLING AND COLLECTION SERVICES4.2 Recording Service (cont'd.)4.2.4 Payment Arrangements and Audit Provision(A) Notice and Scope

The Customer shall order Recording Service for Feature Group D Switched Access by end office and type of call in accordance with the terms and conditions established on an individual case basis Special Order.

- (1) Upon forty five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more that one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's end users by the Company as part of its provision of Billing and Collection Services and the changes to the Customer for other services provided by the Company pursuant to this price list.
- (2) The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject mater of the audit, and the materials to be reviewed.
- (3) The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.

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BILLING AND COLLECTION SERVICES4.2 Recording Service (cont'd.)4.2.4 Payment Arrangements and Audit Provision (cont'd.)(A) Notice and Scope (cont'd.)

- (4) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.
- (5) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings and postponed completion.

(B) Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

(C) Requests for Examinations

- (1) In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (2) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

BILLING AND COLLECTION SERVICES4.2 Recording Service (cont'd.)4.2.4 Payment Arrangements and Audit Provision (cont'd.)(C) Requests for Examinations (cont'd.)

- (2) An "Examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to Billing and Collection Service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

(D) Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

(E) Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service without sorting is provided and for which charges apply is one month.

(F) Cancellation of a Special Order

A Customer may cancel a Special Order for Recording Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the Special Order is to be canceled. Their verbal notice must be followed by written confirmation within ten (10) days. The service date for Recording Service is the date the Customer requests the recording to start. When a Customer cancels a Special Order for

BILLING AND COLLECTION SERVICES

4.2 Recording Service (cont'd.)

4.2.4 Payment Arrangements and Audit Provision (cont'd.)

(F) (cont'd.)

Recording Service after the order date but prior to the start of service, a Special Order charge and the minimum monthly charges will apply.

(G) Changes to Special Orders

When a Customer requests material changes to a pending Special Order for Recording Service, the pending Special Order will be canceled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new Special Order. All cancellation charges as set forth in (C) preceding will apply for the canceled Special Order.

4.2.5 Rate Regulations

The Special Order charge applies for each Special Order accepted by the Company for Recording Service or for a subsequently requested change.

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BILLING AND COLLECTION SERVICES4.3 Automatic Number Identification (cont'd.)4.3.1 Rate Regulations

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in Section 5.3.1, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Section 5.3.2 will apply for each ANI record delivered to the Customer.

4.4 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis. On a manual basis, the information will be provided by mail. Information may be provided by either voice telecommunications or through electronic mail if agreed to by both the Company and the requesting customer.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

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4.4 Billing Name and Address Service (cont'd.)

4.4.1 Undertaking of The Company

- (A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- (B) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- (C) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

4.4.2 Obligations of the Customer

- (A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.

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BILLING AND COLLECTION SERVICES4.4 Billing Name and Address Service (cont'd.)4.4.2 Obligations of the Customer (cont'd.)

- (B) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this price list and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- (C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- (D) When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

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BILLING AND COLLECTION SERVICES4.4 Billing Name and Address Service (cont'd.)4.4.2 Obligations of the Customer (cont'd.)(D) (cont'd.)

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

- (F) The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

BILLING AND COLLECTION SERVICES

4.4 Billing Name and Address Service (cont'd.)

4.4.3 Rate Regulations

- (A) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.
- (B) A charge applies for each request for BNA information for a telephone number provided on a manual basis. The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.
- (C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in 5.3.3 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 4.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated price list rate.

- (D) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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RATES5.1 Access Service5.1.1 Service OrdersNonrecurring
Charge

(A) Service Implementation

(1) Installation Charge
-Per trunk

\$ 90.00

(2) Access Order Charge
-Per Access Request

\$ 35.00

(B) Service Date Change

\$ 40.00

-Per Access Order

(C) Design Change
-Per Access Order

\$180.00

(D) DSO Expedite Charge
-Per DSO Order

\$ 25.00

5.1.2 Switched Access ServicesPer Access Minute

Originating and Terminating

\$0.050500

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RATES5.1 Access Service (cont'd.)5.1.3 Local Transport(A) Entrance Facility

	<u>Nonrecurring</u>	<u>Monthly</u>
(1) DS1 -Per Point of Termination	\$665.00	\$380.00
(2) Installation Charge	\$ 90.00	

(B) Common Switched TransportPer Access Minute(C) Direct Trunked Transport

<u>Facility Mileage</u>	<u>Monthly Rate</u>	<u>Per Mile</u>
DS1	\$90.00	\$23.50
DS3	\$1,200	\$175.00

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RATES5.1 Access Service (cont'd.)5.1.3 Local Transport (cont'd.)Per Access Minute

(D)

Rate Per Call Blocked(E) Network Blocking Charge¹ \$0.007600(F) Chargeable Optional FeaturesNonrecurring

(1)	SS7 Signaling Option Conversion	
	-Per First Trunk Converted	\$169.77
	-Per Additional Trunk Converted	\$ 34.34
(2)	Change in Point Code	
	-Per change	\$40.00

¹Applies to FG D only

RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

(G) Non-chargeable Optional Features

(1) Supervisory Signaling

DX Supervisory Signaling arrangement
-Per Transmission Path

SF Supervisory Signaling arrangement
-Per Transmission Path

E&M Type I Supervisory Signaling arrangement
-Per Transmission Path

E&M Type II Supervisory Signaling arrangement
-Per Transmission Path

E&M Type III Supervisory Signaling arrangement
(available with FGD)
-Per Transmission Path

(2) Customer specification of the receive
transmission level at the first point
of switching within a range acceptable
to the Company
(available with FGB)
-Per Transmission Path

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

(G) Non-chargeable Optional Features (cont'd.)

- (3) Customer specification of Local
Transport Termination
Four-wire termination in lieu of
two-wire termination
(available with FGB)
-Per Transmission Path
- (4) Signaling System 7
-Per signaling connection arranged
- (5) 64 kbps Clear Channel Capability
-Per Transmission Path

RATES5.1 Access Service (cont'd.)5.1.4 End OfficeLocal SwitchingPer Access Minute

(1)

(2) Common Switching Chargeable Optional FeaturesRate

Automatic Number Identification/

SS7 Charge Number

-Per Attempt

\$0.00008

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RATES

5.1 Access Service (cont'd.)

5.1.4 End Office (cont'd.)

Local Switching (cont'd.)

(3) Common Switching Non-Chargeable Optional Features

Up to seven Digit Outpulsing of Access
Digits to Customer
(available with FGB)
-Per Transmission Path Group

Service Class Routing
(available with FGD)
-Per Transmission Path Group

Alternate Traffic Routing
(available with FGD)
-Per Transmission Path Group

International Carrier Option
(available with FGD)
-Per End Office and Access Tandem

SS7 Signaling Option
-Calling Party Number
(available with FGD)

-Carrier Selection Parameter
(available with FGD)

RATES5.1 Access Service (cont'd.)5.1.4 End Office (cont'd.)Local Switching (cont'd.)(4) Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,
Terminating or Two-Way Operation
(available with FGB and FGD)

Rotary Dial Station Signaling Trunk
(available with FGB)

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

(5) Non-Chargeable SS7 Signaling Option

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

(6)		<u>Monthly</u>	<u>Recurring Charge</u>
	Multiplexing DS3 to DS1	\$725.00	
	Dedicated Switch Port Per DS1 Port		\$60.00

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RATES5.1 Access Services (cont'd.)5.1.5 800 Data Base Access Service

	<u>Rate</u>
(A) Customer Identification -Per Query	\$0.00431
(B) Customer Delivery Charge -Per Query	\$0.00421

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RATES5.1 Access Services (cont'd.)5.1.6 Local Exchange Access ServiceTerminating Usage
- Per Minute of UseRate

\$0.00175

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RATES5.2 Miscellaneous Services

5.2.1	<u>Presubscription</u>	Non-Recurring <u>Charge</u>
	Presubscription, -Per Telephone Exchange Service Line or Trunk	\$5.00

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RATES5.3 Billing and Collection Services

	<u>Recurring Charge</u>
5.3.1 <u>Recording</u>	
-Per Customer Message	\$0.0081
5.3.2 <u>Automatic Number Identification</u>	
-Per Attempt	\$0.0121
5.3.3 <u>Billing Name and Address</u>	
- Service Establishment Charge*	\$ 250.00
- Query Charge	
Per Telephone Number	\$0.20

* The service establishment charge applies for each separate mailing address that the information being provided by the Company is being sent to. This charge will also apply for each electronic mailing address.

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