



August 18, 2010  
Via Overnight Mailing

Ms. Ann Cole, Commission Clerk  
Office of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RECEIVED-PPSC  
10 AUG 19 AM 11:10  
COMMISSION  
CLERK

RE: **Docket No. 100174-TX, Order No. PSC-10-03850CO-TP**  
Replacement Tariffs for Matrix Telecom, Inc. d/b/a Excel Telecommunications (to replace Comtel Telecom Assets LP d/b/a Excel Telecommunications tariffs currently on file with the FPSC.)

Dear Ms. Cole:

By application dated April 6, 2010, Matrix Telecom, Inc. informed the Commission of its purchase of Comtel Telecom Assets LP. On June 15, 2010 the Commission issued Order No. PSC-10-03850CO-TP granting approval of this purchase in Docket No. 100174-TX. Pursuant to this decision, Comtel has provided the Commission, via separate letter, notice of the August 2, 2010 closing on the transaction. This filing completes the transactions by replacing the Comtel Telecom Assets LP d/b/a Excel Telecommunications tariffs currently on file with the Commission.

Enclosed for filing please find the original and one (1) copy of the following tariffs:

1. Matrix Telecom, Inc. d/b/a Excel Telecommunications Florida Tariff No. 4 (Interexchange Toll Service) which replaces in its entirety the Comtel Telecom Assets LP d/b/a Excel Telecommunications Florida Tariff No. 4 (Interexchange Toll Service);
2. Matrix Telecom, Inc. d/b/a Excel Telecommunications Florida Price List No. 5 (Local Exchange Services) which replaces in its entirety the Comtel Telecom Assets LP d/b/a Excel Telecommunications Florida Price List No. 2 (Local Exchange Services);
3. Matrix Telecom, Inc. d/b/a Excel Telecommunications (also d/b/a VarTec Telecom) Florida Price List No. 6 (Switched Access Services) which replaces in its entirety the Comtel Telecom Assets LP d/b/a Excel Telecommunications Florida Price List No. 3 (Switched Access Services). This filing also replaces in its entirety the Comtel Telecom Assets LP d/b/a VarTec Telecom Florida Price List No. 2

The Company respectfully requests the above-referenced replacement tariffs to become effective on August 20, 2010.

COM \_\_\_\_\_  
APA \_\_\_\_\_  
ECR \_\_\_\_\_  
GCL \_\_\_\_\_  
(RAD) \_\_\_\_\_  
SSC \_\_\_\_\_  
ADM \_\_\_\_\_  
OPC \_\_\_\_\_  
CLK \_\_\_\_\_

☒ copy of tariffs forwarded

RECEIVED-PPSC  
10 AUG 19 AM 11:10  
COMMISSION  
CLERK

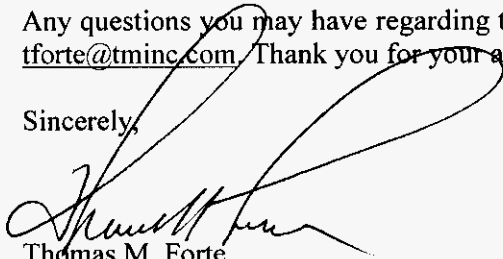
Ms. Ann Cole, Commission Clerk  
Office of Commission Clerk and Administrative Services  
Florida Public Service Commission  
August 18, 2010  
Page 2 of 2

A copy of the Certificate of Registration of Trade Name on file with the Florida Secretary of State is attached.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Any questions you may have regarding this filing may be directed to me at 407-740-3001 or via email to [tforte@tminc.com](mailto:tforte@tminc.com). Thank you for your assistance with this matter.

Sincerely,



Thomas M. Forte  
Consultant to Matrix Telecom, Inc.

TMF/mw  
Enclosures

cc: S. Klopak - Matrix (Electronic Delivery)  
file: Matrix (Excel) – FL IXC  
Matrix (Excel) – FL CLEC  
Matrix (Excel) – FL Access  
tms: FLx1001

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

FILED

10 AUG -6 AM 11: 21

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Section 1

- VarTec Telecom  
Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")  
2600 Maitland Center Parkway  
Suite #300  
Mailing Address of Business  
Maitland, FL 32751  
City State Zip Code
- Florida County of principal place of business:  
MULTIPLE  
(see instructions if more than one county)
- FEI Number:

This space for office use only

Section 2

## A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

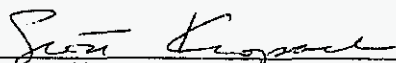
- Last First M.I.  
Address  
City State Zip Code
- Last First M.I.  
Address  
City State Zip Code

## B. Owner(s) of Fictitious Name If other than an individual: (Use attachment if necessary):

- MATRIX TELECOM, INC.  
Entity Name  
7171 FOREST LANE SUITE 700  
Address  
DALLAS, TX 75230  
City State Zip Code  
Florida Document Number F94000002503  
FEI Number: 75-2332193  
☐ Applied for ☐ Not Applicable
- Entity Name  
Address  
City State Zip Code  
Florida Document Number  
FEI Number:  
☐ Applied for ☐ Not Applicable

Section 3

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath.

  
Signature of Owner Date

pmiller@tminc.com  
E-mail address: (to be used for future renewal notification)

Phone Number: 407-740-3035

Section 4

## FOR CANCELLATION COMPLETE SECTION 4 ONLY: FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name \_\_\_\_\_  
\_\_\_\_\_, which was registered on \_\_\_\_\_ and was assigned  
registration number \_\_\_\_\_

Signature of Owner Date Signature of Owner Date

Mark the applicable boxes ☐ Certificate of Status — \$10 ☐ Certified Copy — \$30

NON-REFUNDABLE PROCESSING FEE: \$50

Single CR4E001 (11/09)



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 11, 2010

VARTEC TELECOM  
2600 MAITLAND CENTER PARKWAY  
SUITE #300  
MAITLAND, FL 32751

Subject: **VARTEC TELECOM**

REGISTRATION NUMBER: **G10000071476**

This will acknowledge the filing of the above fictitious name registration which was registered on August 4, 2010. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

If the mailing address of this business changes, please notify this office in writing, or through the link provided on our website [www.sunbiz.org](http://www.sunbiz.org) for Address & FEI/EIN Changes. Please reference the original registration number.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Tina D Cauley  
Reinstatement Section  
Division of Corporations

Letter No. 010A00019283

**TRM RECEIVED AUG 16 2010**

[www.sunbiz.org](http://www.sunbiz.org)

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



# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. Excel Telecommunications  
Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")  
2600 Maitland Center Parkway  
Suite #300  
Mailing Address of Business  
Maitland, FL 32751  
City State Zip Code
3. Florida County of principal place of business: \_\_\_\_\_  
MULTIPLE  
(see instructions if more than one county)
- FEI Number: \_\_\_\_\_

FILED

10 AUG -4 AM 11: 23

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This space for office use only

Section 2

## A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

- |  |  |
|--|--|
| 1. Last _____ First _____ M.I. _____<br>Address _____<br>City _____ State _____ Zip Code _____ | 2. Last _____ First _____ M.I. _____<br>Address _____<br>City _____ State _____ Zip Code _____ |
|--|--|

## B. Owner(s) of Fictitious Name If other than an individual: (Use attachment if necessary):

- |   |   |
|---|---|
| 1. <u>MATRIX TELECOM, INC.</u><br>Entity Name<br><u>7171 FOREST LANE SUITE 700</u><br>Address<br><u>DALLAS, TX 75230</u><br>City State Zip Code<br>Florida Document Number <u>F94000002503</u><br>FEI Number: <u>75-2332193</u><br><input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable | 2. _____<br>Entity Name<br>_____<br>Address<br>_____<br>City State Zip Code<br>Florida Document Number _____<br>FEI Number: _____<br><input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable |
|---|---|

Section 3

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath.

Scott Krogan 7/8/10 pmiller@tminc.com  
Signature of Owner Date E-mail address: (to be used for future renewal notification)  
Phone Number: 407-740-3035

Section 4

## FOR CANCELLATION COMPLETE SECTION 4 ONLY: FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name \_\_\_\_\_  
\_\_\_\_\_, which was registered on \_\_\_\_\_ and was assigned  
registration number \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner Date Signature of Owner Date

Mark the applicable boxes ☐ Certificate of Status — \$10 ☐ Certified Copy — \$30

NON-REFUNDABLE PROCESSING FEE: \$50



**TMI RECEIVED AUG 16 2010**

**FLORIDA DEPARTMENT OF STATE**  
Division of Corporations

August 11, 2010

EXCEL TELECOMMUNICATIONS  
2600 MAITLAND CENTER PARKWAY  
SUITE #300  
MAITLAND, FL 32751

Subject: **EXCEL TELECOMMUNICATIONS**

REGISTRATION NUMBER: **G10000071477**

This will acknowledge the filing of the above fictitious name registration which was registered on August 4, 2010. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

If the mailing address of this business changes, please notify this office in writing, or through the link provided on our website [www.sunbiz.org](http://www.sunbiz.org) for Address & FEI/EIN Changes. Please reference the original registration number.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Tina D Cauley  
Reinstatement Section  
Division of Corporations

Letter No. 410A00019283

[www.sunbiz.org](http://www.sunbiz.org)

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

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*This Tariff replaces in its entirety the current Comtel Telcom Assets LP d/b/a Excel Telecommunications F.P.S.C. No. 4 - Local currently on file with the Commission.*

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate interLATA, interexchange telecommunications services provided by Matrix Telecom, Inc. d/b/a Excel Telecommunications, with principle offices at 433 E. Las Colinas Blvd., Suite 400 Irving, Texas 75039. This tariff applies for services furnished within the State of Florida and is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours, at the Company's principle place of business.

---

Issued: August 19, 2010

Effective: August 20, 2010

Issued by:

Scott Klopach, General Counsel  
433 East Las Colinas Blvd., Suite 400  
Irving, Texas 75039

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CHECK SHEET

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

Page	Revision		Page	Revision		Page	Revision	
1	Original	*	31	Original	*	61	Original	*
2	Original	*	32	Original	*	62	Original	*
3	Original	*	33	Original	*	63	Original	*
4	Original	*	34	Original	*	64	Original	*
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Irving, Texas 75039

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210	Original	*	240	Original	*	270	Original	*

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433 East Las Colinas Blvd., Suite 400  
Irving, Texas 75039

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433 East Las Colinas Blvd., Suite 400  
Irving, Texas 75039

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Issued: August 19, 2010

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Scott Klopach, General Counsel  
433 East Las Colinas Blvd., Suite 400  
Irving, Texas 75039

---

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of telecommunications services offered by Matrix Telecom, Inc. d/b/a Excel Telecommunications (hereinafter referred to as "Excel" or the "Company") between and among points within the State of Florida. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff

---

Issued: August 19, 2010

Effective: August 20, 2010

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Scott Klopach, General Counsel  
433 East Las Colinas Blvd., Suite 400  
Irving, Texas 75039

---

## SYMBOLS

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

- (D) Delete or Discontinue
- (I) Change Resulting In An Increase to A Customer's Bill
- (M) Moved From Another Location
- (N) New
- (R) Change Resulting In A Reduction to A Customer's Bill
- (T) Change In Text or Regulation But No Change in Rate or Charge

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Issued: August 19, 2010

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433 East Las Colinas Blvd., Suite 400  
Irving, Texas 75039

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Carrier Access Code (CAC)** - A dialing pattern available only to Equal Access customers to send calls over a carrier other than the one that would automatically carry the customer's "1+" calls. The customer dials "10-1X-XXX" then "1+" the long distance number. "X-XXX" is the four digit Carrier Identification Code of the carrier the customer intends to use.

**Company** - Matrix Telecom, Inc. d/b/a Excel Telecommunications.

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

**Default Service** -Designates the Excel service that is automatically assigned to a telephone number that accesses Excel's service on a per call basis via the Company's CAC(s) for 1+ calling. Telephone numbers that are not entered into Excel's billing database and subscribed to another Excel service, either through Customer request or Company-specific marketing activities, will automatically receive the Default Service upon use of a Company CAC(s).

**Holidays** - Excel Telecommunications, Inc.'s Night/Weekend rate applies to the following holidays:

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Eve

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Issued: August 19, 2010

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433 East Las Colinas Blvd., Suite 400  
Irving, Texas 75039

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company's services are furnished for communications originating throughout the State of Florida under terms of this tariff.

The Company operates the communication services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer to allow connection of a customer's location to Excel's service. The customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis, and are available twenty-four hours per day, seven days a week.

### 2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities provided by Excel's underlying carrier and provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, limit the use of service necessitated by conditions beyond its control; or when customer is using service in violation of the law or the provisions of the tariff.

2.2.3 For any telephone number which accesses Excel's service on a per call basis via the Company's CAC(s) for 1+ calling and is subscribed to a service listed in this tariff that is not identified as a Default Service, Excel reserves the right to remove the telephone number from the billing database in the event that a period of ninety (90) consecutive days passes during which the telephone number does not access Excel's service via a CAC(s). In the future event that a customer is removed from the Excel billing database, upon next use of Excel's service, the customer's Excel service will be the then-current default service. The customer will be billed automatically for this use according to the terms of the then-current Default Service.

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Issued: August 19, 2010

Effective: August 20, 2010

Issued by:

Scott Klopach, General Counsel  
433 East Las Colinas Blvd., Suite 400  
Irving, Texas 75039

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

2.3 Liabilities of the Company

2.3.1 The Company is not liable for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service.

2.3.2 The Company shall be indemnified and held harmless by the customer against:

A. Claims for liable, slander, or infringement of copyright arising out of the material, data, information, or other company content transmitted over the Company's underlying carrier's network.

B. All other claims arising out of any act or omission of the customer in connection with any service provided by the Company.

2.4 Continuity of Service

In the event of foreknowledge of an interruption of service for a period exceeding 24 hours, the customer will be notified in writing, by mail, at least one week in advance.

2.5 Customer Application for Service

Businesses or residential customers wishing to obtain service submit an authorization used by the Company to instruct a local exchange company to establish one of the long distance companies under contract with Excel as the 1+ equal access dialing long distance service on the customer-specified telephone number.

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

2.5 Customer Application for Service (Continued)

The authorization form is merely a request for service and does not in itself bind Excel to service, nor does it bind the applicant to subscribe to the service.

2.6 Establishment and Re-establishment of Credit

Excel reserves the right to examine a credit record of all applicants and customers.

2.7 Notices

2.7.1 Any notice Excel may give to a customer may be given orally to the customer, or his authorized representative, or by written notice mailed to the customer's billing address or to such address as may be subsequently given by the customer to Excel.

2.7.2 Unless otherwise provided by these rules, any notice from any customer or his authorized representative must be given by written notice, by mail, to Excel's business office.

2.8 Rendering and Payment of Bills

2.8.1 Billing periods are monthly.

2.8.2 The billing date is dependent on the billing cycle assigned to the customer.

2.8.3 Customers will receive bills by one of two methods:

- A. Customers may be billed directly by the Company. Such bills are due and payable upon receipt. Bills may be paid by mail at the business office of Excel. All charges for services are payable only in United States currency, and may be made by check, money order, or cashier's check.



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

2.8 Rendering and Payment of Bills (Cont'd.)

2.8.3, (Cont'd.)

- B. Customers may be billed on Excel's behalf by the customer's local exchange telecommunications company. An insert in the customer's local exchange company monthly bill provides detailed information on charges for long distance services obtained through the Company including the specific date and time of each call, its duration, place of termination, and charge. These charges are included as a portion of the customer's local exchange company. Bills are due and payable under the terms specified by the customer's local exchange company.

2.9 Disputed Bills

2.9.1 In the case of a billing dispute between a customer and Excel for service furnished to the customer, which cannot be settled with mutual satisfaction, the customer can take the following course of action within 30 days of the disputed bill's issue date.

- A. First, the customer may request, and Excel will comply with the request, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Excel, the customer may appeal to the Florida Public Service Commission for their investigation and decision.

The address of the Commission is:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

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

2.10 Discontinuance and Restoration of Service

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

2.10.1 Cancellation by the Customer

A customer may have his service discontinued by giving 30 days notice to Excel of his desire. Excel will hold the customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer or until 30 days after the cancellation notice is received.

2.10.2 Cancellation by Excel

Excel may immediately discontinue service or cancel an application for service without incurring any liability when there is an unpaid bill for any sum due to the Company for service that is more than 30 days beyond the date of issue, provided that discontinuance of service shall not be made without 5 working days written notice to the Customer.

2.10.3 Restoration Procedure

By submission of authorization for service as under Rule 2.5.

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

2.11 Deposits

The Company does not accept deposits for residential service as this time.

2.12 Advance Payments

The Company may require a Customer to make an advance payment before services are furnished. The advance payment will not exceed an amount equal to one-month estimated charges, as determined by Company. The advance payment will be credited to the Customer's bill. An advance payment may be required in addition to a deposit.

2.13 Taxes

All state and local taxes, if applicable, (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates

2.14 Late Payment

If any portion of a Customer's payment is not received by the Company two business days prior to the next billing cycle, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment charge shall be due to the Company. Late payment charges do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. Any disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date noted on the Customer's bill.

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

2.15 State Access Recovery Fee

Excel will assess the State Access Recovery Fee on all Customers' bills within the state of Florida. This fee is intended to recover the cost of intrastate access charges paid to other carriers. The State Access Recovery Fee of \$1.88 will be assessed in each Excel monthly billing cycle in which the Customer incurs \$1.00 or more in telecommunications services usage and will be billed in addition to the Company's rates and other fees.

2.16 Multi-Brand and Affiliate Credit and Collections Practices

Excel may collect on behalf of the Company and/or its affiliates or brands in one or more transactions as permitted by law. Excel reserves the right to apply credit balances from one Excel affiliate to another to satisfy outstanding account balances.

2.17 Alternative Payment Processing

Excel allows Customers to make payment for services rendered through alternative payment processing options, including but not limited to, credit card payments and automated clearing house transactions. Customers may make payment using alternative payment processing through Excel's Customer Care Center, the Company's internet website or other methods approved by Excel. The acceptance of alternative payment processing options for the satisfaction of the Customer's debts to Carrier shall not constitute a waiver by Carrier of its right to payment by legal tender.

Customers may elect to enroll in Excel's Recurring Payment Plan, whereby the Customer's payment is automatically processed by Excel each month through the Customer's selected alternative payment processing option. Customer's Recurring Payment Plan will remain in effect until Customer requests cancellation of the plan through Excel or canceled by Excel. In order to avoid delays in payment processing and potential service interruptions, Customer is responsible for providing Excel with valid credit card or other account information, including any needed updates.

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1 Timing of Calls

##### 3.1.1 Billing Increments

- A. Business: Charges per call will be incurred at the rate of one-tenth of the respective per minute rate, above, for each incremental six-second period, or part thereof.
- B. Residential: Charges per call will be incurred at the respective per minute rate for each minute or part thereof.

##### 3.1.2 Rate Period Overlap

For messages which overlap one or more rate periods, the rate in effect for each rate period for each portion of the call is applicable.

##### 3.1.3 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's services. Usage begins when the called party picks up the receiver, (i.e. When 2 way communications, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage on the Company's underlying carrier's network. A call is terminated when the calling or called party hangs up.

##### 3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all FG D services ("1+" dialing).

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Telcordia in the NPA-NXX V & H Coordinates Tape and NECA Tariff No. 4.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Hours of Service

Rule 1 - Definitions

This applies to PREMIER PLUS II and Operator Service.

Day: Denotes 8 a.m. to 4:59 p.m. local time at the originating terminal on Monday through Friday, excluding Company-recognized holidays.

Evening: Denotes 5 p.m. to 10:59 p.m. local time at the originating terminal every day of the week, and 8:00 a.m. until 10:59 p.m. on Company-recognized holidays.

Night/Weekend: Denotes 11 p.m. to 7:59 a.m. local time at the originating terminal on Sunday through Friday and Company-recognized holidays, and 8 a.m. until 4:59 p.m. on Saturday and Sunday.

Rule 2 - Definitions

This applies to all EXCELPLUS and EXCELPLUS II Customers.

Day: Denotes 7 a.m. to 5:59 p.m. local time at the originating terminal on Monday through Friday, excluding Company-recognized holidays.

Evening: Denotes 6 p.m. to 10:59 p.m. local time at the originating terminal on Monday through Friday, 5:00 p.m. to 10:59 p.m. Saturday and Sunday, and 8:00 a.m. to 10:59 p.m. on Company-recognized holidays.

Night/Weekend: Denotes 11 p.m. to 6:59 a.m. local time at the originating terminal every day of the week, and 7:00 a.m. to 4:59 a.m. on Saturday and Sunday.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Hours of Service (Continued)

Rule 3 - Definitions

This applies to all My 800 Customers.

Day: Denotes 7 a.m. to 5:59 p.m. local time at the originating terminal on Monday through Friday, excluding Company-recognized holidays.

Evening: Denotes 6 p.m. to 6:59 a.m. local time at the originating terminal every day of the week, and 7:00 a.m. to 5:59 p.m. Saturday and Sunday, and on Company-recognized holidays.

Rule 4 - Definitions

This applies to all calling card, directory assistance, prepaid card customers.

All: Rates apply on a continuous 24 hour basis. Holiday rates do not apply to these services.

Rule 5 - Definitions

This applies to EXCEL SIMPLY ONE Service Customers.

Peak: 7:00 a.m. to 7:00 p.m. Monday through Friday

Off-Peak 7:00 p.m. to 7:00 a.m. Monday through Friday, all hours Saturday and Sunday, and Company-recognized holidays.

Rule 6 - Definitions

This applies to PREMIER DIAL ONE and PREMIER 800 Service Customers.

Peak: 8:00 a.m. to 4:59 p.m. Monday through Friday

Off-Peak 5:00 p.m. to 7:59 a.m. Monday through Friday, all hours Saturday and Sunday, and Company-recognized holidays.



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## SECTION 4 - SERVICES AND RATES

### 4.1 Simply One Service

Simply One Service is a one-way dial out multipoint service allowing the Customer to utilize Excel to originate and terminate intrastate long distance calls. This service is available on a presubscription basis only. IntraLATA calls may be placed by dialing Excel access code. All calls are billed in six second increments following the initial minute. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

PEAK	OFF-PEAK
\$0.2200	\$0.1000

There is also a \$1.00 monthly service charge

EXCEL SIMPLY ONE customers using calling cards to complete calls will receive a 50% discount for all charges following the initial minute for calls made to EXCELPLUS, EXCELPLUS II, EXCEL SIMPLY ONE, and PREMIERPLUS II Customers. No discounts apply to Calling Card calls terminated at all other numbers.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.2 My 800

My 800 is a one-way, dial in service allowing the customer to receive calls via local exchange carrier access facilities. My 800 permits calls to a customer's station in one location from stations in diverse geographical service areas, and in which the My 800 customer is billed for the calls rather than the call originators. Customers may use My 800 only in Equal Access areas. All calls will be rounded up to the next whole minute for billing purposes.

4.2.1 Per Minute Rates

PEAK	OFF-PEAK
\$0.1900	\$0.1900

Customer's subscribing to Excel's Simply More Service will be charged the per minute rate for their inbound 800/8XX service as set forth in Section 4.30.4.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.3 Excel PLUS

Excel Plus is a one-way, dial in-dial out multipoint service allowing the customer to originate and terminate calls via local exchange carrier access facilities. Customers may access Excel Plus only in Equal Access areas. All calls will be rounded up to the next whole minute for billing purposes. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.3.1 Per Minute Rates

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
0 - 55	\$0.2875	\$0.2875	\$0.1999	\$0.1999	\$0.1499	\$0.1499
56 - 124	\$0.3105	\$0.3105	\$0.1999	\$0.1999	\$0.1599	\$0.1599
125 - 292	\$0.3220	\$0.3220	\$0.1999	\$0.1999	\$0.1699	\$0.1699
293 - 430	\$0.3220	\$0.3220	\$0.2099	\$0.2099	\$0.1699	\$0.1699
431 +	\$0.3220	\$0.3220	\$0.2199	\$0.2199	\$0.1699	\$0.1699

EXCELPLUS customers receive 50% off 1+ calls to other EXCELPLUS, EXCELPLUS II and PREMIERPLUS II customers, and 50% off the second minute and beyond on Calling Card calls to EXCELPLUS, EXCELPLUS II, and PREMIERPLUS II customers.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.4 Premier Dial One Commercial Service

Premier Dial One Commercial Service is a one-way, dial in-dial out multipoint service allowing the customer to originate and terminate calls via local exchange carrier access facilities. Customers may subscribe to this service only in Equal Access areas. All calls less than one-half minute in length will be rounded up to one-half minute for billing purposes. All calls in excess of one-half minute in length will be rounded up to the next one-tenth minute for billing purposes. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.4.1 Per Minute Rates

PEAK	OFF-PEAK
\$0.0500	\$0.0500

Premier Dial One has a \$5.00 per month recurring charge.

4.4.2 Volume Discount

Volume	% Discount
\$0 - \$74.99	0
\$75.00 - \$499.99	23
\$500.00 - \$1,999.99	23
\$2,000.00 - \$4,999.99	23
\$5,000.00 & Up	23

Volume discount will include intra/interstate calls; however, it does exclude calling card calls. For example, if a customer has \$3000.00 in long distance usage in one month, the amount of the discount will be \$600.00 and the remaining balance will be \$2400.00

\* Each fractional minute is rounded up to the next 1/10 minute, with a 30 second minimum.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.5 Excel Premier 800 Service

Excel Premier 800 Service is a one-way, dial in service allowing the Premier customer to receive calls via local exchange carrier access facilities. Excel Premier 800 Service permits calls to a customer's station in one location from stations in diverse geographical service areas, and in which the Excel Premier 800 Service customer is billed for the calls rather than the call originators. Customers may use this service in Equal Access areas only. All calls will be billed in 6 second increments after the first full minute for billing purposes. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.5.1 Per Minute Rates

PEAK	OFF-PEAK
\$0.2300	\$0.2300

There is a \$10.00 recurring monthly service charge.

4.5.2 Volume Discount

VOLUME	% DISCOUNT
\$0-\$99.99	0
\$100.00-\$499.99	23
\$500.00-\$1999.99	23
Over \$2000.00	23

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.6 PremierPLUS II Service

Excel's PremierPLUS II Service is a one way dial in dial out multipoint service allowing the customer to originate calls via local exchange carrier access facilities. Customers may access PremierPLUS II only in Equal Access areas. All calls will be rounded up to the next six second increment after an initial one minute for billing purposes. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

DAY	EVENING	NIGHT/WEEKEND
\$0.0300	\$0.0300	\$0.0300

PREMIERPLUS II customers receive 50% off all 1+ calls to other PREMIERPLUS II, EXCELPLUS II and EXCELPLUS customers, and Calling Card calls after the initial minute. In addition to 30% off 1+ calls to non-Excel customers, the 30% discount does not apply to Calling Card calls. PREMIERPLUS II Service has a \$3.00 Recurring Monthly Service Charge.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.7 ExcelPLUS II

ExcelPLUS II Service is a one-way, dial in-dial out multipoint service allowing the customer to originate and terminate calls via local exchange carrier access. All calls will be rounded up to the next whole minute for billing purposes. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.7.1 Per Minute Rates

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
0 - 55	\$0.2375	\$0.2375	\$0.1775	\$0.1775	\$0.1375	\$0.1375
56 - 124	\$0.2475	\$0.2475	\$0.1875	\$0.1875	\$0.1475	\$0.1475
125 - 292	\$0.2475	\$0.2475	\$0.1875	\$0.1875	\$0.1575	\$0.1575
293 - 430	\$0.2475	\$0.2475	\$0.1875	\$0.1875	\$0.1575	\$0.1575
431 +	\$0.2475	\$0.2475	\$0.1875	\$0.1875	\$0.1575	\$0.1575

EXCELPLUS II customers receive 50% off 1+ calls to other EXCELPLUS II, PREMIERPLUS II and EXCELPLUS customers, and Calling Card calls after the initial minute and in addition, receive 30% off 1+ calls to non-Excel customers. The 30% discount does not apply to Calling Card calls.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.8 Excel Calling Card

Customers are issued a Travel Card imprinted with a 1+ 800 toll free number which may be used to access Excel's long distance service. Calls completed by this method will be charged at the following rates, regardless of the time of day or date completed. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.8.1 Rates

Per Call Surcharge	\$0.75
For the first minute or part thereof:	\$0.25
For each minute thereafter, or part thereof:	\$0.25

4.8.2 Calling Card Availability

The EXCEL calling card products identified throughout this tariff are only available to existing Customers who subscribed to a calling card product prior to July 1, 2004. Customers with active calling card accounts as of July 1, 2004 will continue to receive calling card service as set forth in this tariff.

4.9 Pay Telephone Dial Around Charge:

A dial-around surcharge of \$0.6000 per call will be added to any completed toll intrastate or toll access code or subscriber 800/8XX type call placed from a public or semi-public pay telephone.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.10 Excel Operator Services

The Company's Operator Services is available throughout the State of Florida on a presubscribed basis only. Callers access the Company's Operator Services by dialing 0+ a 10 digit telephone number, 00 or a Company-provided access code or other Company-authorized access method. Upon receipt of the call, the Company may verify the credit-worthiness of the designated billed party. When a payment method cannot be validated, or is unacceptable, callers may be required to select an alternative and acceptable means of payment. Total charges for use of this service include usage charges and an Operator Assistance Service Charge, as set forth below. An Operator Dialed Service Charge also applies to calls in which the caller has the capacity to dial the number, but has the operator dial instead. Usage charges are based upon the duration of a call, and are flat per minute based, 24 hours per day, 7 days per week, during all Time-of-Day Rate Periods.

4.10.1 The Time-of-Day Rate Periods are defined as follows:

- A. Day Rates are applicable to calls placed Monday through Friday from 8:00 AM to, but not including, 5:00 PM.
- B. Evening Rates are applicable to calls placed Sunday through Friday from 5:00 PM to, but not including, 11:00 PM; and on Carrier Recognized Holidays, unless a lower rate would normally apply.
- C. Night/Weekend Rates are applicable to calls placed Sunday through Friday from 11:00 PM to, but not including, 8:00 AM the following day, and all day Saturday.

4.10.2 Chargeable time begins when the Company receives signaling to detect that the network connection between the calling station and the called station has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. For collect calls, chargeable time begins when the called station accepts responsibility for payment of the charges associated with the call. All calls are measured and billed in one minute increments; fractional minutes of use are rounded up to the next full minute.

The Company does not provide operator services from pay telephones or aggregator-type locations within the state of Florida.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.10 Excel Operator Services, (Cont'd.)

4.10.3 A Service Charge is applicable to Operator Station-to-Station (including Sent Paid, Sent Collect, Third Number Billed or Calling Card), Person-to-Person (including Sent Paid, Sent Collect, Third Number Billed or Calling Card) and for Busy Line Verifications and Busy Line Interruptions. These charge(s) are in addition to the initial period and additional period per minute usage charges applicable to each call. When a call is subject to more than one Service Charge, only the highest Service Charge applies, unless indicated otherwise herein. Operator Assistance Service Charges vary depending upon the billing option selected by the caller.

4.10.4 The following call placement options are available:

- A. Operator Station-to-Station - refers to when an end user requests operator assistance in reaching a telephone number and is willing to talk to anyone who answers. The call may be billed as Sent Paid (calling party pays for the call), Sent Collect (called party pays for the call), or may be billed to a Third Party Number or Calling Card. Sent Collect and Third Number Billed calls may not be allowed in locations where the Company does not have billing arrangement availability. To activate Station-to-Station Operator Services, the caller's dialing sequence could be: 0+ a 10 digit telephone number, or 00 (only), or any other Company-provided access method, to get an operator directly to request that a Station-to-Station call be placed.
- B. Person-to-Person - refers to when an end user requests operator assistance in reaching a specific person, department, extension, office, etc. The operator dials the number and stays on the line until the requested party is reached and conversation begins. The call may be billed as Sent Paid (calling party pays for the call), Sent Collect (called party pays for the call), or may be billed to a Third Number or Calling Card. Sent Collect and Third Number Billed calls may not be allowed in locations where the Company does not have billing arrangement availability. To activate Person-to-Person Operator Services, the caller's dialing sequence could be: 0+ a 10 digit telephone number, or 00 (only), or any other Company-provided access method, to get an operator directly to request that a Person-to-Person call be placed.

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SECTION 4 - SERVICES AND RATES, (CONT'D.)

4.10 Excel Operator Services (Continued)

4.10.4 The following call placement options are available:, (Cont'd.)

- C. Busy Line Verification - refers to those instances where the Company will provide operator assistance to determine if there is conversation ongoing on a called station. A Service Charge is applied to all attempts to verify the condition of a customer line, busy talking, busy not talking (e.g., off hook), except attempts which are unsuccessful due to network equipment failure.
- D. Busy Line Interruption - refers to those instances where the Company operator will interrupt an ongoing conversation on a called station. A charge will apply each time the Company operator attempts the emergency interruption whether or not the interruption is successful. A Busy Line Verification must be made and its service charge applied before an Emergency Interruption can be attempted. Once an operator has verified the line, and the called party has agreed to accept the interruption, the Customer is provided the option of completing an operator assisted call to the called station without hanging up or originating a separate call. Customers may accept or refuse the operator's offer to complete the call. Calls completed with the operator's assistance will be charged an additional Service Charge under Station-to-Station or Person-to-Person, as applicable. If the operator dials or completes the call to the verified telephone number for the Customer, the Operator Dialed Surcharge will also apply.
- E. Operator Dialed Surcharge - will apply to Station-to-Station and Person-to-Person calls when the Customer has the ability to dial all the digits necessary for call completion but dials instead "0", "00" or another Company-provided access code or other Company-authorized access method to reach a Company operator to have the operator place the call. This surcharge will be incurred by the Customer in addition to the applicable Service Charge. However, the surcharge will not apply to: (1) calls which cannot be completed by the Customer due to equipment failure or trouble on the Company's network; and (2) calls placed by parties identified as handicapped and who cannot complete the calls due to the handicap.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.10 Excel Operator Services (Continued)

4.10.5 Operator Assistance Service Usage Rates and Charges

The flat per minute rates listed below apply 24 hours a day, 7 days per week, for Operator-Assisted Station-to-Station and Person-to-Person call types. All calls are measured and billed in one minute increments; fractional minutes of use are rounded up to the next full minute.

A. Per Minute Usage Rates:

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.5500	\$0.5500	\$0.5500	\$0.5500	\$0.5500	\$0.5500

B. Operator Assistance Service Charges and Surcharges:

The following Operator Assistance Service Charges and Surcharges are applicable to the specified operator assisted calls and are in addition to the per minute usage charges set forth above.

Call Placement Type:	Per Call Service Charge:
Operator Station-to-Station Sent Paid	\$3.45
Operator Station-to-Station Sent Collect	\$3.45
Operator Station-to-Station Third Number Billed	\$3.45
Operator Station-to-Station Calling Card	\$3.45
Person-to-Person Sent Paid	\$9.95
Person-to-Person Sent Collect	\$9.95
Person-to-Person Third Number Billed	\$9.95
Person-to-Person Calling Card	\$9.95
Busy Line Verification	\$6.50
Busy Line Interruption	\$6.50
Operator Dialed Surcharge	\$1.50

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.11 National Directory Assistance Service

National Directory Assistance Service, as offered by the Company, allows Customers to request information from Directory Assistance records. Directory Assistance charges apply to all requests. Customers are charged when they obtain the requested information or when the information is unlisted, non-published, or no record can be found. In addition to the Directory Assistance charge, Customers may be charged appropriate Operator Service Charges and Surcharges as specified elsewhere in this tariff. Charges for Directory Assistance may be billed as Sent Paid, Third Number Billed or billed to a Calling Card. Person-to-Person or Collect Calls for Directory Assistance are not permitted. A separate Operator Assistance Service Charge applies as set forth elsewhere in this tariff to Directory Assistance calls when these calls are made with the assistance of a Company operator or billed to a Calling Card.

Operator Assisted/Directory Assistance Call Completion refers to National Directory Assistance calls wherein the Company operator completes the call to the caller's final desired destination number.

Customers may access this service by dialing the area code (NPA) for the telephone number desired plus 555-1212, or by using a Company-provided access code, or other Company-authorized access method. Up to two requests for listings within the area code dialed may be made on each call to Directory Assistance.

Directory Assistance calls will not be included in the calculation of usage discounts. A credit allowance for Directory Assistance will be provided if subscriber: experiences poor transmission quality; is cut off; receives an incorrect telephone number; or misdials the intended Directory Assistance number.

4.11.1 The following charges apply to the Company's National Directory Assistance Service:

- A. For Customers who access the Company's National Directory Assistance Service by dialing Area Code (NPA) + 555-1212, or by using an alternative Company-provided access code, or other Company-authorized access method, an undiscountable charge of \$1.15 per call will be applied to each call requesting Directory Assistance. Automated Call Completion from Directory Assistance is available at no additional charge. If calls are completed on behalf of the Customer, a per minute rate for originating direct dial usage for the Company service for which they are presubscribed or non-presubscribed will be charged.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.12 Prepaid Service

Service enables callers to place calls using Excel's service on a prepaid basis. Customers subscribe to this service by purchasing a prepaid card from an authorized Excel representative. Access to the service is available seven (7) days per week, twenty-four (24) hours per day. Charges for telephone calls will be deducted from the Customer's prepaid account balance. Prepaid calling cards will be valid until the Customer's prepaid balance is depleted. Customers access this service by using a 1-800 access code arrangement. A voice prompt will instruct the caller to dial the called telephone number and authorization code displayed on the card.

Prepaid Service is provided to the holder of the card and is available in all locations throughout the State, and may be subject to technical limitations. Customers must maintain a sufficient balance to cover the cost of the call in process. Failure of the card holder to maintain a positive balance may result in the disconnection of a call in process; an announcement will advise the caller one minute prior to the disconnection of the call.

Rates and charges vary depending upon the arrangement selected by the Customer. Call duration will be measured in whole minute increments, unless otherwise specified. Credit for interruptions are limited to one minute; no other refunds, credit, or other remittances shall be permitted. All applicable state and federal taxes and fees, including, but not limited to, sales tax, gross receipts tax, municipal tax, and other similar assessments are the responsibility of the card holder. Such charges will be deducted from the Customer's prepaid calling card balance. Prepaid calling cards are provided at the unit prices and fees set forth herein. Under some arrangements, a separate fee or unit value may also be imposed by the distributor of the card.

Calls place using Prepaid Service are charged against the card holder's balance at a rate of \$0.29 per minute.

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SECTION 4 - SERVICES AND RATES, (CONT'D.)

4.13 Telecommunications Devices for the Deaf (TDD)

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50 percent of the otherwise applicable rate for a voice nonrelay 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 of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge. In addition, intrastate toll message rates for TDD users shall be evening rates for all daytime calls and night rates for evening and night calls. If a subscriber shows a certificate proving they use the above mentioned equipment, then their bill will be manually credited for the correct amount. A certificate will be requested before the rates will be changed.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.14 OPTION A

OPTION A is a one-way, dial-out multipoint service designated for residential and small business customers. The service has a flat rate per minute structure for all time-of-day rate periods. Customers may subscribe to this service in Equal Access areas only. Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute.

This service will be grandfathered and will not be available to new Customers as of April 1, 2000.

4.14.1 Per Minute Rate: \$.0300

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.15 PremierPLUS III Service

PremierPLUS III Service is a one-way, dial-out multipoint service allowing the Customer to originate and terminate calls via local exchange carrier access facilities.

4.15.1 Rates

Premier Plus III
\$0.1000 Per Minute

4.15.2 Monthly Recurring Charge \$2.50

4.15.3 Billing Increments

Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using six second increments, rounded up to the next whole six second (1/10 on one minute increment) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.15.4 Service Hours

Rates apply 24 hours a day, 7 days a week

4.15.5 Premier Plus III Calling Card

Per call surcharge: \$0.7500  
Per minute rate: \$0.2500

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SECTION 4 - SERVICES AND RATES, (CONT'D.)

4.16 Excel Simply 7 Service

Excel Simply 7 Service is a one-way, dial-out, multipoint service designated for residential and small business customers and is limited to three (3) telephone numbers per customer account. The service has a flat rate per minute structure for all time-of-day rate periods. Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed using one minute increments, rounded up to the next whole minute.

4.16.1 Per Minute Rate \$0.1000

4.16.2 Monthly Service Fee \$4.95

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.17 1-800 PHONEME Service

1-800 PHONEME Service refers to collect call completion with the assistance of an operator after the caller places a call by dialing an access number provided by the Company. Calls will be billed on a flat per minute basis with calls rated according to the time-of-day calling period of the individual placing the call. Additionally, an applicable per call service charge will apply as set forth below. This service allows the customer to originate calls from any point served by the Company.

4.17.1 Per Minute Rates

PEAK	OFF PEAK	WEEKEND
\$0.2600	\$0.0900	\$0.2000

4.17.2 Service Charges: Per Call Charge

Station-to-Station	\$1.85
Person-to-Person	\$2.90

4.17.3 Service Hours:

Peak:	7:00am to 6:59pm, Monday through Friday
Off Peak:	7:00pm to 6:59am, Monday through Sunday
Weekend:	7:00am to 6:59pm, Saturday and Sunday

4.17.4 Billing Increments:

Each call completed will have an initial minimum of one minute increment and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.18 Excel Prepaid Calling Card Service Offering II

The Excel Prepaid Calling Card Service Offering II will allow a customer to pay a fixed dollar amount in advance for long distance calling. The customer will use the toll free number on the card for access from touch-tone telephones within the United States. For call completion, the customer will follow recorded prompts.

A flat per minute rate will be charged; there are no off-peak rates. The per-minute cost of a call will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The customer will be notified in advance of the exhaustion of the card. The rates for this Excel Prepaid Calling Card Service are set forth below. The rates paid by the customer will be those rates indicated on the packaging at the time of purchase of the card. An expiration date will be printed on the card. The following types of calls may not be completed with the Excel Prepaid Calling Card Service:

Calls to 500, 700, 900 and toll free numbers;  
Calls to Directory Assistance;  
Operator assistance calls; and  
Calls requiring time and/or charges.

A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. Calls in progress will be terminated by the Company if the balance on the Excel Prepaid Calling Card is insufficient to continue the call.

This Excel Prepaid Calling Card Service offering will be available in various denominations of units, minutes or dollars; sales or excise taxes are due at the point of purchase. Rates apply twenty-four hours per day, seven days per week. Cards are not rechargeable. The following Per Minute Rate applies for calls placed from locations between and among domestic points within the United States. All calls are rounded to the next higher full minute.

The per minute usage rate for this prepaid card is:       \$.2500 per minute.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.19 Employee Long Distance Service Program

Employee Long Distance Service Program is a one-way dial-out multipoint residential presubscribed service designated for employees of the Company, its parent company, affiliates and subsidiaries. This service has a flat per minute rate structure for all time-of-day rate periods. Each call completed will be billed in initial and additional increments of one minute, rounded up to the next whole minute.

4.19.1 Rates

Per Minute
\$0.0500

4.19.2 Monthly Recurring Charge      None

4.19.3 Calling Card Per Minute Rates

Employees subscribing to this service will be provided with a calling card that allows them to make long distance calls while away from home. The following per minute rates apply for all calling card calls placed within the State:

Initial Minute	Each Additional Minute
\$0.2500	\$0.2500

4.19.4 Calling Card Per Call Service Charge      None

4.19.5 Calling Card Billing Increments

Calls will be billed at an initial minimum of six (6) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole minute. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.20 EXCEL M-PLANS

EXCEL M-PLANS are one-way, dial-out multipoint services designated for presubscribed Customers that are to be migrated from Telco Holdings, Inc. d/b/a Dial & Save and Long Distance Wholesale Club to the network of Excel Telecommunications. These services are grandfathered and will not be available to new customers.

The Excel M-Plan services have a flat per minute rate structure for all time-of-day rate periods. In addition, some of the plans have a monthly recurring charge. Although some of the intrastate Excel M-Plans set forth below are the same for intrastate calls, the corresponding interstate Excel M-Plan(s) rates vary. All examples of applicable intrastate Excel M-Plans are shown so that a cross-reference can easily be made when referring to the Customer's designated interstate rate plan.

Each call completed pursuant to these plans will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. Calling Card Service is also available to Customers presubscribed to these plans as set forth below.

4.20.1 Excel M-Plan Rates

PLAN NAME	PER MINUTE RATE	MONTHLY RECURRING SERVICE CHARGE
M1	\$.1300	\$3.75
M2	\$.1000	\$4.95
M3	\$.0900	\$4.95
M4	\$.0900	\$3.00
M5	\$.1300	\$3.75
M6	\$.0900	\$3.75
M7	\$.0900	\$3.75
M8	\$.0900	\$3.75
M9	\$.0700	\$4.95

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.20 EXCEL M-PLANS (Continued)

Excel M-Plan Calling Card Service provides for an arrangement to complete toll calls between two points when the Customer is away from his or her home or place of business. The Customer will be assigned a unique travel authorization code(s) that authorizes the use of the Excel M-Plan Calling Card Service by that Customer.

4.20.1 Excel M-Plan Calling Card Rates

Initial Minute	Each Additional Minute
\$0.8900	\$0.3100

4.20.2 Excel M-Plan Calling Card Per Call Service Charge      None

4.20.3 Excel M-Plan Calling Card Billing Increments

Initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.20.4 Excel M-Plan Service Hours:

Rates apply 24 hours a day, 7 days a week

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.21 Excel Prime Business Select 3 Service

Excel Prime Business Select 3 Service is a combined inbound, outbound and calling card service offered to business Customers. Customers are billed at per minute rates based on Combined Monthly Usage volumes, and discounted rates are applied based upon the Customer's billed monthly usage. Combined Monthly Usage is defined as the Customer's billed usage for a monthly billing period for the combined total of interstate, intrastate, international and service calling card usage for a month's billing period. Directory Assistance charges, monthly recurring charges, service fees, surcharges and taxes are not included in the determination of the Customer's Combined Monthly Usage.

Customers to this service offering commit to Combined Monthly Usage of \$100.00, hereinafter referred to as the \$100.00 Monthly Minimum Commitment. In the event Customer does not meet the \$100.00 Monthly Minimum Commitment during any monthly invoice period, the Customer will be responsible for paying a deficiency charge for that invoice period. The Customer's deficiency charge will be the difference between the Customer's \$100.00 Monthly Minimum Commitment and the Customer's actual Combined Monthly Usage.

This service is offered on a month-to-month basis.

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SECTION 4 - SERVICES AND RATES, (CONT'D.)

4.21 Excel Prime Business Select 3 Service (Continued)

4.21.1 Usage Rates

COMBINED MONTHLY USAGE COMMITMENT	PER MINUTE RATES
\$0 - \$99.99	\$0.1000
\$100 - \$199.99	\$0.1000
\$200 - \$499.99	\$0.1000
\$500 - \$999.99	\$0.1000
Over \$1000	\$0.1000

4.21.2 Excel Prime Business Select 3 Calling Card Usage Rates

Per call surcharge: \$0.2500  
Per minute rates: \$0.2500

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.21 Excel Prime Business Select 3 Service (Continued)

4.21.3 Monthly Recurring Service Charges and Fees

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.7500 per call
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month

4.21.4 Billing Increments

Each direct-dialed (1+) and toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Each calling card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.21.5 Service Hours

Rates apply 24 hours a day, 7 days a week.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.22 Excel Prime Business Select 4 Service

Excel Prime Business Select 4 Service is a combined inbound, outbound and calling card service offered to business Customers. Customers are billed at per minute rates based on Combined Monthly Usage volumes, and discounted rates are applied based upon the Customer's billed monthly usage. Combined Monthly Usage is defined as the Customer's billed usage for a monthly billing period for the combined total of interstate, intrastate, international and service calling card usage for a month billing period. Directory Assistance charges, monthly recurring charges, service fees, surcharges and taxes are not included in the determination of the Customer's Combined Monthly Usage.

Customers to this service offering commit to Combined Monthly Usage of \$100.00, hereinafter referred to as the \$100.00 Monthly Minimum Commitment. In the event Customer does not meet the \$100.00 Monthly Minimum Commitment during any monthly invoice period, the Customer will be responsible for paying a deficiency charge for that invoice period. The Customer's deficiency charge will be the difference between the Customer's \$100.00 Monthly Minimum Commitment and the Customer's actual Combined Monthly Usage.

Customers subscribing to this service must commit to a term of 12 months. A service term begins on the first day of the month following service enrollment. When the Customer's 12-month service term expires, the Customer's service will automatically renew for another 12-month period, unless the Company receives in writing a notice of non-renewal during the period between 60 and 30 days prior to the end of the Customer's 12-month term period.

In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's \$100.00 Monthly Minimum Commitment, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.22 Excel Prime Business Select 4 Service (Continued)

4.22.1 Usage Rates

COMBINED MONTHLY USAGE	PER MINUTE RATES
\$0 - \$99.99	\$0.0950
\$100 - \$199.99	\$0.0950
\$200 - \$499.99	\$0.0950
\$500 - \$999.99	\$0.0950
Over \$1000	\$0.0950

4.22.2 Excel Prime Business Select 4 Calling Card Usage Rates

Per call surcharge: \$0.2500  
Per minute rates: \$0.2000

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.22 Excel Prime Business Select 4 Service (Continued)

4.22.3 Monthly Recurring Service Charges and Fees

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.7000 per call
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month

4.22.4 Billing Increments

Each direct-dialed (1+) and toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Each calling card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.22.5 Service Hours

Rates apply 24 hours a day, 7 days a week.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.23 Excel Prime Business Flat Rate Service

Excel Prime Business Flat Rate Service is a dial-in, dial-out and calling card switched multi-point service designated for business customers. This service has a flat per minute rate structure for all time-of-day rate periods and allows the Customer to originate and terminate calls via local exchange carrier access facilities. There is no Monthly Usage Commitment Level required; however, in the event a Customer's monthly usage exceeds \$50.00 in any given 30-day invoice period, the monthly recurring account charge of \$11.95 will be waived for that given invoice period. Combined Monthly Usage is defined as the Customer's billed usage for a monthly billing period for the combined total of interstate, intrastate, international and service calling card usage for a month's billing period. Directory Assistance charges, monthly recurring charges, service fees, surcharges and taxes are not included in the determination of the Customer's Combined Monthly Usage.

4.23.1 Rates (Inbound and Outbound)

Excel Prime Business Flat Rate Service  
\$0.0500

4.23.2 Monthly Recurring Account Charge \$11.95

4.23.3 Monthly Recurring Service Charge \$3.00/per 800/8XX number

4.23.4 Billing Increments

Each inbound and outbound call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 on one minute increment) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.23.5 Service Hours:

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.23 Excel Prime Business Flat Rate Service (Continued)

4.23.1 Excel Prime Business Flat Rate Calling Card Rates:

Per call surcharge:	\$0.2500
Per minute rate:	\$0.2000

4.23.2 Billing Increments:

Each calling card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next six second (1/10 of a minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.23.3 Directory Assistance Per Call Charge: \$1.00

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4.24 OPTION B

OPTION B is a one-way, dial-out multipoint service designated for residential and small business customers. The service has a flat rate per minute structure for all time-of-day rate periods. Customers may subscribe to this service in Equal Access areas only.

4.24.1 Rates

OPTION B  
\$0.0300

4.24.2 Monthly Recurring Charge

Customers who subscribe to OPTION B will pay a monthly recurring charge which applies whether or not the Customer makes any calls. The following charge applies \$3.75

4.24.3 Billing Increments

Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

4.24.4 Service Hours

Rates apply 24 hours a day, 7 days a week



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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.25 EXCEL THREE-PENNY PLAN

Excel offers the rates specified below for its Three-Penny Plan to Customers who have selected Excel as their Primary Interexchange Carrier by completing and returning an enrollment form provided by Excel, or by calling an Excel designated 800/8XX number. Customers will pay a monthly recurring charge of \$5.95. The monthly recurring charge applies whether or not the Customer makes any calls. The duration of the call, which involves a fractional part of a minute will be rounded up to the next higher full minute. For billing purposes, each month is considered to have 30 days.

The Customer upon written or verbal notice to Excel may discontinue enrollment in this plan. In addition, Excel will discontinue a Customer's subscription to the plan when Excel is notified that the Customer has changed their primary interexchange carrier to a carrier other than Excel after the Customer subscribed to this plan. Discontinuance will be effective as of the date the Customer changed their primary interexchange carrier. Usage from 900 Services, 800/8XX Service Plans, calls to Directory Assistance, Calling Card Calls, and Operator Handled calls are excluded from this plan.

4.25.1 Per Minute Rates

TIME-OF-DAY RATE PERIOD		PER MINUTE RATE
Monday - Friday, Saturday & Sunday, Including Company-recognized Holidays	OFF-PEAK 7:00 p.m - 6:59 a.m.	\$0.1100
Monday - Friday, Saturday & Sunday, Including Company-recognized Holidays	PEAK 7:00 a.m. - 6:59 p.m.	\$0.1100

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.25 EXCEL THREE-PENNY PLAN (Continued)

4.25.2 Excel Three-Penny Calling Card Rates

Excel Three-Penny Calling Card access is available for origination by dialing an Excel provided 800/8XX number. The following per minute rates apply 24 hours a day, 7 days a week for all Excel Three-Penny calling card calls placed within the State:

Per call surcharge:	None
Per minute rate:	\$0.1500

4.25.3 Excel Three-Penny 800/8XX Rates (Inbound)

Inbound Excel Three-Penny calls are made through a designated toll free number and the Excel Three-Penny Customer is billed rather than the call originator. The following rates apply 24 hours a day, 7 days a week:

Monthly Recurring Charge:	None
Per minute rate:	\$0.1500

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4.26 Excel 10-10-297 Casual Calling Program

Excel 10-10-297 Casual Calling Program is an outbound casual calling telecommunications service offering available for intrastate calls and is furnished subject to billing and service availability. The service has a flat per minute rate structure for all time-of-day rate periods. Participating Customers may access this service by dialing access code 10-10-297.

Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments. The duration of the call, which involves a fractional part of a minute will be rounded up to the next higher full minute.

Calls to intrastate Directory Assistance are also provided with this service. To access intrastate Directory Assistance under this calling program, Customers must dial 10-10-297 + the Area Code (NPA) + 555-1212. The per call charge for such calls is set forth below. Calls placed from a public or semi-public payphone, calls requiring Operator Assistance, conference calls, mobile calls, calls to 500, 700, 800/8XX and 900 numbers, and calling card calls are not available under this service. A per call Connection Charge also applies. This Connection Charge is also applicable to each call to Directory Assistance in addition to the per minute rate specified below.

4.26.1 Per Minute Rate \$0.1000

4.26.2 Directory Assistance Per Call Charge \$0.6000

4.26.3 Per Call Connection Charge \$0.1500

4.26.4 Service Hours - -Rates apply 24 hours a day, 7 days a week

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4.27 Excel 10-10-399 Casual Calling Program

Excel 10-10-399 Casual Calling Program is an outbound casual calling telecommunications service offering available for intrastate calls and is furnished subject to billing and service availability. Participating Customers may access this service by dialing access code 10-10-399. Excel 10-10-399 is the Default Service for accessing Excel's service on a per call basis via the Company's CAC.

Each call has an initial minimum of 10 minutes in duration and will be charged pursuant to the flat Initial Per Call Minimum Charge listed below. Any call in excess of 10 minutes will be charged the corresponding Additional Per Minute Charge listed below. Calls will have an initial minimum of six hundred (600) seconds or 10 minutes, and any time beyond that minimum will be billed in addition, using one minute increments. The duration of the call, which involves a fractional part of a minute will be rounded up to the next higher full minute.

Calls to intrastate Directory Assistance are also provided with this service. To access intrastate Directory Assistance under this calling program, Customers must dial 10-10-399 + the Area Code (NPA) + 555-1212. The per call charge for such calls is set forth below. Calls placed from a public or semi-public payphone, calls requiring Operator Assistance, conference calls, mobile calls, calls to 500, 700, 800/8XX and 900 numbers, and calling card calls are not available under this service. A per call Connection Charge also applies. This Connection Charge is also applicable to each call to Directory Assistance in addition to the per minute rate specified below.

4.27.1 Per Minute Rates

Initial 10 Minute Per Call Minimum Charge:	\$1.30
11th Minute and Each Add'l Per Minute Charge:	\$0.1100

4.27.2 Directory Assistance Per Call Charge	\$1.21
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4.27.3 Per Call Connection Charge	\$0.1500
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4.27.4 Service Hours - Rates apply 24 hours a day, 7 days a week	
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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.28 Excel 10-10-457 Casual Calling Program

Excel 10-10-457 Casual Calling Program is an outbound casual calling telecommunications service offering available for intrastate calls and is furnished subject to billing and service availability. Participating Customers may access this service by dialing access code 10-10-457. Excel 10-10-457 the Default Service for accessing Excel's service on a per call basis via the Company's CAC(s)

Each call has an initial minimum of 5 minutes in duration and will be charged pursuant to the flat Initial Per Call Minimum Charge listed below. Any call in excess of 5 minutes will be charged the corresponding Additional Per Minute Charge listed below. Calls will have an initial minimum of three hundred (300) seconds or 5 minutes, and any time beyond that minimum will be billed in addition, using one minute increments. The duration of the call, which involves a fractional part of a minute will be rounded up to the next higher full minute.

Calls to intrastate Directory Assistance are also provided with this service. To access intrastate Directory Assistance under this calling program, Customers must dial 10-10-457 + the Area Code (NPA) + 555-1212. The per call charge for such calls is set forth below. Calls placed from a public or semi-public payphone, calls requiring Operator Assistance, conference calls, mobile calls, calls to 500, 700, 800/8XX and 900 numbers, and calling card calls are not available under this service. A per call Connection Charge also applies. This Connection Charge is also applicable to each call to Directory Assistance in addition to the per minute rate specified below.

4.28.1 Per Minute Rate:

Initial 5 Minute Per Call Minimum Charge	\$0.9000
6th Minute and Each Add'l Per Minute Charge	\$0.1800

4.28.2 Directory Assistance Per Call Charge \$0.6000

4.28.3 Per Call Connection Charge \$0.1500

4.28.4 Service Hours - Rates apply 24 hours a day, 7 days a week

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.29 Excel eCard Service

The Excel eCard Service will allow customers to pay a fixed prepaid dollar amount in advance for long distance calling. Customers may purchase Excel eCards via the internet. There will be an electronic order form available for the customer to complete with pertinent customer and payment information. Orders will be processed upon credit card validation. An electronic text message will be sent to the customer confirming the order. The customer will be instructed to print the virtual card information containing dialing instructions along with the access number and PIN. The customer will use the toll free number on the card for access from touch-tone telephones within the State of Florida. Access to the service is available seven (7) days per week, twenty-four (24) hours per day.

A flat per minute rate will be charged; there are no off-peak rates. The per-minute cost of a call will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The customer will be notified in advance of the exhaustion of the card. The rates for this Excel eCard Service are set forth below. An expiration date will be printed when the virtual card is displayed to the customer. The following types of calls may not be completed with the Excel eCard Service:

Calls to 500, 700, 900 and toll free numbers;  
Operator Assistance calls; and  
Calls requiring time and/or charges.

A Customer's call will be interrupted with an announcement one minute prior to balance depletion. Calls in progress will be terminated by the Company if the balance on the Excel eCard is insufficient to continue the call.

This Excel eCard Service offering will be available in various denominations. Rates and charges vary depending upon the arrangement selected by the Customer. Call duration will be measured in whole minute increments, unless otherwise specified. Cards are not rechargeable. All applicable state and federal taxes and fees, including, but not limited to, sales tax, gross receipts tax, municipal tax, and other similar assessments are the responsibility of the card holder.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.29 Excel eCard Service (Continued)

4.29.1 Rates

DENOMINATION	PRICE PER CARD	PRICE PER MINUTE
500 minutes	\$40.00	\$0.0800
250 minutes	\$22.50	\$0.0900
125 minutes	\$12.50	\$0.1000
60 minutes	\$6.60	\$0.1100

4.29.2 Directory Assistance per call charge \$0.6600

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.30 Excel Simply More

Excel's Simply More offering is a combined outbound, inbound and calling card multipoint service designated for residential and small business Customers. The service has a flat per minute rate structure for all time-of-day rate periods. Customers may subscribe to this service in Equal Access areas only by using 1 + dialing, calling card origination and/or inbound service using toll free origination. Term plan options do not apply to this service.

4.30.1 Per Minute Rate

1+ (Outbound) per minute rate	\$0.1000
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4.30.2 Monthly Recurring Charge

Customers who subscribe to the Excel Simply More calling plan will pay a monthly recurring charge which applies whether or not the Customer makes any calls. The following charge applies:

Monthly Recurring Charge	\$4.50
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4.30.3 Excel Simply More Calling Card Rates

Excel Simply More Calling Card access is available for origination by dialing an Excel provided 800/8XX number. The following per minute rates apply for all Excel Simply More calling card calls placed within the State:

Per call surcharge:	None
Per minute rate:	\$0.1500



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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.30 Excel Simply More (Continued)

4.30.4 Excel Simply More 800/8XX Rates (Inbound)

Inbound Excel Simply More calls are made through a designated toll free number and the Excel Simply More Customer is billed rather than the call originator. The following rates apply:

Monthly Recurring Charge	None
Per minute rate	\$0.1500

4.30.5 Billing Increments

All completed intrastate calls for this service will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.30.6 Service Hours

Rates for Excel's Simply More service apply 24 hours a day, 7 days a week.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.31 Excel Prepaid Calling Card Service Offering III

The Excel Prepaid Calling Card Service Offering III will allow a customer to pay a fixed dollar amount in advance for long distance calling. The customer will use the toll free number on the card for access from touch-tone telephones within the State.

A flat per minute rate will be charged; there are no off-peak rates. The per-minute cost and other applicable charges will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The customer will be notified in advance of the exhaustion of the card. The rates for this Excel Prepaid Calling Card Service are set forth below. An expiration date will be printed on the card. The following types of calls may not be completed with the Excel Prepaid Calling Card Service:

Calls to 500, 700, 900 and toll free numbers;  
Operator assistance calls; and  
Calls requiring time and/or charges.

A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. Calls in progress will be terminated by the Company if the balance on the Excel Prepaid Calling Card is insufficient to continue the call.

This Excel Prepaid Calling Card Service offering will be available at a retail price of \$10.00 per card. Rates apply twenty-four hours per day, seven days per week. Cards are not rechargeable. The following Per Minute Rate applies for calls placed within the State. All calls are rounded to the next higher full minute.

4.31.1 Rates

Per minute rate:	\$0.2500
Per Call Connection Charge:	\$0.4900
Directory Assistance Per Call Charge:	\$0.6600

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.32 Excel Prepaid Calling Card Service Offering IV

The Excel Prepaid Calling Card Service Offering IV will allow a customer to pay a fixed dollar amount in advance for long distance calling. The customer will use the toll free number on the card for access from touch-tone telephones within the State.

A flat per minute rate will be charged; there are no off-peak rates. The per-minute cost and other applicable charges will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The customer will be notified in advance of the exhaustion of the card. The rates for this Excel Prepaid Calling Card Service are set forth below. An expiration date will be printed on the card. The following types of calls may not be completed with the Excel Prepaid Calling Card Service:

Calls to 500, 700, 900 and toll free numbers;  
Operator assistance calls; and  
Calls requiring time and/or charges.

A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. Calls in progress will be terminated by the Company if the balance on the Excel Prepaid Calling Card is insufficient to continue the call.

This Excel Prepaid Calling Card Service offering will be available in various denominations of units, minutes or dollars. Rates apply twenty-four hours per day, seven days per week. Cards are not rechargeable. The following Per Minute Rate applies for calls placed within the State. All calls are rounded to the next higher full minute.

4.32.1 Rates

Per minute rate:	\$0.2500
Directory Assistance Per Call Charge:	\$0.6600

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.33 Excel's Nickel Nation

Excel's Nickel Nation service offering is a combined outbound, inbound and calling card multi-point service designated for residential Customers who are classified as such with the Customer's Local Telephone Company. Each direct-dialed call has an initial minimum of 5 minutes in duration and will be rated according to the Initial Per Call Minimum Charge listed below. Any call in excess of 5 minutes will be charged the corresponding Each Additional Per Minute Charge listed below. Direct-dialed calls will have an initial minimum of three hundred (300) seconds or five (5) minutes and any time beyond that minimum will be billed in addition using sixty (60) second increments. If the computed call charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

When the billing date does not coincide with the date that this plan is started, changed, or discontinued, the Monthly Recurring Charge will be adjusted to reflect the fractional part of the month service is provided. For billing purposes, each month is considered to have 30 days.

The Customer upon written or verbal notice to Excel may discontinue enrollment in this plan. In addition, Excel will discontinue a Customer's subscription to the plan when Excel is notified by the Customer's Local Telephone Company or by the Customer that they no longer subscribe to Excel as their presubscribed interexchange long distance company.

Customer's subscribing to Excel's Nickel Nation service offering will receive a monthly invoice directly from the Company. Customers who select Excel's Nickel Nation service offering and at a date in the future switches to another Excel long distance service offering will remain direct billed by the Company for all long distance charges associated with the newly selected service offering. In addition, Customers may designate a maximum of 5 telephone numbers per account. Calls placed using Excel's Nickel Nation Calling Card or 800/8XX services are not subject to the 5 minute Initial Per Call Minimum.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.33 Excel's Nickel Nation (Continued)

4.33.1 Rates (1+ Outbound)

Initial Per Call Minimum Charge (5 minutes)	\$0.2500
Each Additional Per Minute Charge (6 minutes/Over)	\$0.0500

4.33.2 Monthly Recurring Charge

Customers who subscribe to Excel's Nickel Nation service offering will pay a monthly recurring charge which applies whether or not the Customer makes any calls. The following charge applies:

Monthly Recurring Charge	\$5.00
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4.33.3 Excel's Nickel Nation Calling Card Rates

Excel's Nickel Nation Calling Card access is available for call origination by dialing an Excel provided 800/8XX number. The following per minute rates apply for all Excel Nickel Nation calling card calls placed within the State:

Per Call Surcharge:	\$0.7500/per call
Per minute rate:	\$0.2500/1st Minute
	\$0.2500/each additional minute

4.33.4 Excel's Nickel Nation Calling Card Billing Increments

All completed Excel Nickel Nation Calling Card calls will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.33 Excel's Nickel Nation (Continued)

4.33.5 Excel's Nickel Nation 800/8XX Rates (Inbound)

Excel Nickel Nation 800/8XX Inbound calls are made through a designated toll free number and the Excel Nickel Nation Customer is billed rather than the call originator. The following rates apply:

Monthly Recurring Charge: \$3.50 per 800/8XX number, per month  
Per minute rate: \$0.1900

4.33.6 Excel's Nickel Nation 800/8XX Inbound Billing Increments

All completed Excel Nickel Nation 800/8XX inbound calls will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.33.7 Service Hours

Rates for Excel's Nickel Nation service apply 24 hours a day, 7 days a week.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.34 Simply 500 Service

EXCEL's Simply 500 Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Florida. Customers of Simply 500 Service will be able to utilize one-plus (1+) long distance service and personal toll-free service. Only those Customers who select EXCEL as their primary interexchange carrier will be eligible to utilize any or all of the long distance telecommunications services associated with the Simply 500 Service. Billing for the Simply 500 Service will be rendered directly by EXCEL. Customers may only subscribe to one (1) instance of the Simply 500 Service per telephone number (i.e., multiple packages may not be purchased for a single telephone number).

4.34.1 Simply 500 Service - Intrastate Usage Rates

Customers of EXCEL's Simply 500 Service will be billed the following monthly recurring charge regardless of whether any calls are placed on the Company's service:

Monthly Recurring Charge	\$19.95
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The monthly recurring charge will apply for each month, or partial month. When a Customer cancels service or when service is discontinued by the Company during a billing cycle, new charges will not be assessed for billing periods subsequent to the discontinuance of service.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.34 Simply 500 Service (Continued)

4.34.2 Simply 500 Long Distance Service

Customers access Simply 500 Long Distance Service by dialing 1 + (area code when necessary) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX.

Simply 500 Long Distance Service provides Customers with 500 minutes of long distance usage during each billing cycle. The included long distance usage applies to intrastate and interstate calls as well as international calls to Canada, and usage is depleted according to the billing increments and per-call minimums set forth below. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes. Any additional long distance usage beyond the included minutes will be billed according to the rates set forth below. Calls are rated based on call duration.

4.34.3 Simply 500 Long Distance Service - Intrastate Usage Rates

The following per minute usage rate applies to any usage that exceeds the included minutes as described above. Rates apply regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.1000
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.34 Simply 500 Service (Continued)

4.34.4 Simply 500 Personal Toll-free Service

Simply 500 Personal Toll-free Service allows Customers to make calls from any non-rotary dialed telephone within Florida to other locations by dialing 1 + 800 + NXX-XXXX, receiving a prompting tone, then dialing a personal identification number (PIN) assigned by EXCEL. The calls are then routed to a single destination (terminating telephone number) which is pre-programmed by EXCEL and designated by the Customer. The Customer's usage on the Simply 500 Personal Toll-free Service does not deplete the included long distance usage described above.

4.34.5 Simply 500 Personal Toll-free Service - Intrastate Usage Rates

Customers utilizing Simply 500 Personal Toll-free Service will be billed at the following intrastate usage rates:

Day/Evening/Night/Weekend	\$0.1500
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A sixty (60) second minimum will apply to each completed call and, thereafter, Customers will be billed in sixty (60) second increments.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.35 10-10-373 Service

The 10-10-373 Service (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Florida. Customers access the 10-10-373 Service by dialing 10-10-373 + 1 + area code (if required) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Calls are rated based on call duration.

4.35.1 10-10-373 Service - Intrastate Usage Rates

Customers of the 10-10-373 Service will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.0500
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments. A per call surcharge of \$0.99 will apply to each completed call placed on the 10-10-373 Service.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.36 Residential Calling Program

This is a direct dial service available to residential customers. The Customer accesses the service via standard switched access service. The Customer may access Carrier by dialing the Carrier's "10XXX" access code. Calls are billed in initial and additional one minute increments, with any fractional portion rounded up to the next highest billing increment.

4.36.1 InterLATA Rates

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1700	\$0.1700	\$0.1400	\$0.1400	\$0.1200	\$0.1200
11 - 22	\$0.1800	\$0.1800	\$0.1500	\$0.1500	\$0.1200	\$0.1200
23 - 55	\$0.2000	\$0.2000	\$0.1631	\$0.1631	\$0.1231	\$0.1231
56 - 124	\$0.2200	\$0.2200	\$0.1731	\$0.1731	\$0.1331	\$0.1331
125 - 292	\$0.2200	\$0.2200	\$0.1731	\$0.1731	\$0.1431	\$0.1431
293 - 430	\$0.2200	\$0.2200	\$0.1731	\$0.1731	\$0.1431	\$0.1431
431 - +	\$0.2200	\$0.2200	\$0.1731	\$0.1731	\$0.1431	\$0.1431

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.36 Residential Calling Program (Continued)

4.36.2 IntraLATA Rates

A. BellSouth Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.2100	\$0.2100	\$0.1260	\$0.1260	\$0.1260	\$0.1260
11 - 22	\$0.2100	\$0.2100	\$0.1260	\$0.1260	\$0.1260	\$0.1260
23 - 55	\$0.2100	\$0.2100	\$0.1260	\$0.1260	\$0.1260	\$0.1260
56 - 124	\$0.2100	\$0.2100	\$0.1260	\$0.1260	\$0.1260	\$0.1260
125 -+	\$0.2100	\$0.2100	\$0.1260	\$0.1260	\$0.1260	\$0.1260

B. Verizon Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1900	\$0.1900	\$0.1100	\$0.1100	\$0.1100	\$0.1100
11 - 22	\$0.1900	\$0.1900	\$0.1100	\$0.1100	\$0.1100	\$0.1100
23 - 55	\$0.1900	\$0.1900	\$0.1100	\$0.1100	\$0.1100	\$0.1100
56 - 124	\$0.1900	\$0.1900	\$0.1100	\$0.1100	\$0.1100	\$0.1100
125 -+	\$0.1900	\$0.1900	\$0.1100	\$0.1100	\$0.1100	\$0.1100

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.36 Residential Calling Program (Continued)

4.36.2 IntraLATA Rates (Continued)

C. United Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
11 - 22	\$0.2400	\$0.1400	\$0.2040	\$0.1190	\$0.1440	\$0.0840
23 - 55	\$0.2400	\$0.2100	\$0.2040	\$0.1785	\$0.1440	\$0.1260
56 - 124	\$0.2400	\$0.2100	\$0.2040	\$0.1785	\$0.1440	\$0.1260
125 -+	\$0.2400	\$0.2100	\$0.2040	\$0.1785	\$0.1440	\$0.1260

D. Central Telephone Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1700	\$0.0700	\$0.1445	\$0.0595	\$0.1020	\$0.0420
11 - 22	\$0.1800	\$0.1400	\$0.1530	\$0.0893	\$0.1080	\$0.0840
23 - 55	\$0.2400	\$0.2000	\$0.2040	\$0.1700	\$0.1440	\$0.1200
56 - 124	\$0.2400	\$0.2000	\$0.2040	\$0.1700	\$0.1440	\$0.1200
125 -+	\$0.2400	\$0.2000	\$0.2040	\$0.1700	\$0.1440	\$0.1200

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.36 Residential Calling Program (Continued)

4.36.2 IntraLATA Rates (Continued)

E. Alltel Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1500	\$0.0800	\$0.1200	\$0.0640	\$0.0900	\$0.0480
11 - 22	\$0.1800	\$0.1200	\$0.1440	\$0.0960	\$0.1080	\$0.0720
23 - 55	\$0.1900	\$0.1900	\$0.1520	\$0.1520	\$0.1140	\$0.1140
56 - 124	\$0.2000	\$0.2000	\$0.1600	\$0.1600	\$0.1200	\$0.1200
125 -+	\$0.2000	\$0.2000	\$0.1600	\$0.1600	\$0.1200	\$0.1200

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.37 Flat Rate Residential Program

Excel Residential Program is a flat rate outbound residential only calling service. Calls are originated from presubscribed switched residential Customer access lines. This service permits the residential Customers to make direct dialed 1+ calls from locations within the state of Florida. Calls are billed in six (6) second increments with a minimum initial calling period of eighteen (18) seconds.

4.37.1 Rates

Per Minute Rate: \$0.1000

Monthly Recurring Charge: \$ 3.00

4.38 Dial & Save Flat Rate II

Dial & Save Flat Rate II is a rate outbound residential only calling service. Calls are originated from presubscribed switched residential Customer access lines. This service permits the residential Customers to make direct dialed 1+calls from location within the State. Calls are billed in one minute increments, after an initial period, for billing purposes, of one minute.

4.38.1 Rates

Day	\$0.15
Evening	\$0.10
Night	\$0.10

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.39 Dial & Save Flat Rate Program III

Dial & Save Flat Rate Program III is a one way, dial-out multipoint service designated for presubscribed or casual calling residential customers. The service has a flat per-minute rate structure for all time-of-day rate periods. Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute.

4.39.1 Per Minute Rate \$0.1300

4.39.2 Monthly Recurring Charge None

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.40 Winners Residential Program

Winners Residential Program is an outbound and inbound service offered to Customers that presubscribe to the Company's service through specific sales agents of the Company. All direct dial and toll free calls are billed in six (6) second increments after an initial period of eighteen (18) seconds. Any fractional portion of a call thereafter will be rounded up to the next highest billing increment.

4.40.1 Access Methods and Usage Rates

A. Direct Dial Access:

Per Minute Rate:	\$0.1100
Monthly Recurring Fee:	\$4.50

B. Travel Card Access:

Per Minute Rate:	\$0.20
Per Call Surcharge:	\$0.25

C. Toll Free Access:

Per Minute Rate:	\$0.1100
Monthly Recurring Fee: (per toll free number)	\$3.00

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.41 10457 Flat Rate Residential Program

The 10457 Flat Rate Residential Program is an outbound residential only service. Calls are originated from presubscribed switched residential Customer access lines or by dialing the Company's "10XXX" code. This service permits the Customer to make direct dialed 1+ calls from locations within the state. Calls are billed in one (1) minute increments after an initial calling period of one (1) minute. Any fractional portion of a call thereafter is rounded up to the next highest billing increment.

4.41.1 Direct Dial Access:

A.	Rate Per Minute	\$0.14
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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.42 Telco Calling Card Service

Telco Calling Card Service is available to residential customers for placing calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard telephone access lines and may terminate to any intrastate location. Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute.

4.42.2 Per Minute Rate

Day	\$0.25
Evening	\$0.25
Night/Weekend	\$0.25

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.43 Intrastate Preferred Customer Plan

Intrastate Preferred Customer Plan is a direct dial service available to residential customers. The Customer may access Carrier either by selecting Carrier as the presubscribed interexchange carrier or by dialing the Carrier's "10XXX" access code. Customers must enroll in Intrastate Preferred Customer Plan by dialing a designated toll-free number and speaking with a Carrier representative. Calls are billed in one minute increments, after initial minimum call duration of one minute. Any fractional portion of a call thereafter is rounded up to the next highest billing increment.

4.43.1 Intrastate Preferred Customer Plan-InterLATA Rates

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1700	\$0.1700	\$0.1400	\$0.1400	\$0.1200	\$0.1200
11 - 22	\$0.1800	\$0.1800	\$0.1500	\$0.1500	\$0.1200	\$0.1200
23 - 55	\$0.1500	\$0.1500	\$0.1223	\$0.1223	\$0.0923	\$0.0923
56 - 124	\$0.1650	\$0.1650	\$0.1298	\$0.1298	\$0.0998	\$0.0998
125 - 292	\$0.1650	\$0.1650	\$0.1298	\$0.1298	\$0.1073	\$0.1073
293 - 430	\$0.1650	\$0.1650	\$0.1298	\$0.1298	\$0.1073	\$0.1073
431 - 624	\$0.1650	\$0.1650	\$0.1298	\$0.1298	\$0.1073	\$0.1073
625 +	\$0.1650	\$0.1650	\$0.1298	\$0.1298	\$0.1073	\$0.1073

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.43 Intrastate Preferred Customer Plan (Continued)

4.43.1 Intrastate Preferred Customer Plan-InterLATA Rates

A. Southern Bell Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197
11 - 22	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197
23 - 55	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197
56 - 124	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197
125 - +	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197

B. Verizon Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1805	\$0.1805	\$0.1045	\$0.1045	\$0.1045	\$0.1045
11 - 22	\$0.1805	\$0.1805	\$0.1045	\$0.1045	\$0.1045	\$0.1045
23 - 55	\$0.1805	\$0.1805	\$0.1045	\$0.1045	\$0.1045	\$0.1045
56 - 124	\$0.1805	\$0.1805	\$0.1045	\$0.1045	\$0.1045	\$0.1045
125 - +	\$0.1805	\$0.1805	\$0.1045	\$0.1045	\$0.1045	\$0.1045

C. United Telephone Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.2280	\$0.1995	\$0.1938	\$0.1696	\$0.1368	\$0.1197
11 - 22	\$0.2280	\$0.1995	\$0.1938	\$0.1696	\$0.1368	\$0.1197
23 - 55	\$0.2280	\$0.1995	\$0.1938	\$0.1696	\$0.1368	\$0.1197
56 - 124	\$0.2280	\$0.1995	\$0.1938	\$0.1696	\$0.1368	\$0.1197
125 - +	\$0.2280	\$0.1995	\$0.1938	\$0.1696	\$0.1368	\$0.1197

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.43 Intrastate Preferred Customer Plan (Continued)

4.43.1 Intrastate Preferred Customer Plan-InterLATA Rates

D. ALLTEL Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1805	\$0.1805	\$0.1444	\$0.1444	\$0.1083	\$0.1083
11 - 22	\$0.1805	\$0.1805	\$0.1444	\$0.1444	\$0.1083	\$0.1083
23 - 55	\$0.1805	\$0.1805	\$0.1444	\$0.1444	\$0.1083	\$0.1083
56 - 124	\$0.1900	\$0.1900	\$0.1520	\$0.1520	\$0.1140	\$0.1140
125 - +	\$0.1900	\$0.1900	\$0.1520	\$0.1520	\$0.1140	\$0.1140

E. Central Telephone Company Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140
11 - 22	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140
23 - 55	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140
56 - 124	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140
125 - +	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.44 Dial & Save Flat Rate Program IV

Dial & Save Flat Rate Program IV is a one way, dial-out multipoint service designated for presubscribed residential customers. The service has a flat per-minute rate structure for all time-of-day rate periods. Each call completed will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute.

4.44.1 Per Minute Rate \$0.1300

4.44.2 Monthly Recurring Charge \$1.00

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.45 USA Savings Plan

USA Savings Plan is a non-operator assisted, direct dial service available to residential and business customers. The Customer accesses the service via standard switched access service. The Customer may access Carrier either by selecting Carrier as the presubscribed interexchange carrier or by dialing the Carrier's "10XXX" access code. This service is offered in conjunction with interstate, international and travel card service.

Call ratings are determined by mileage, time of day, duration, and originating location. Calls are billed in one minute increments, after an initial minimum call duration of one minute.

4.45.1 IntraLATA Rates

Day Rate Period: Calls placed from 8:00 a.m. to 5:00 p.m. Monday - Friday.

Evening Rate Period: Calls placed from 5:00 p.m. to 11:00 p.m. Sunday - Friday and carrier recognized holidays.

Night/Weekend Rate Period: Calls placed from 11:00 p.m. to 8:00 a.m. Sunday - Friday, all day Saturday, and from midnight to 5:00 p.m. Sunday.

A. Southern Bell Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197
11 - 22	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197
23 - 55	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197
56 - 124	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197
125 - +	\$0.1995	\$0.1995	\$0.1197	\$0.1197	\$0.1197	\$0.1197

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.45 USA Savings Plan (Continued)

4.45.1 IntraLATA Rates (Continued)

B. Verizon Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1544	\$0.1544	\$0.0893	\$0.0893	\$0.0893	\$0.0893
11 - 22	\$0.1544	\$0.1544	\$0.0893	\$0.0893	\$0.0893	\$0.0893
23 - 55	\$0.1544	\$0.1544	\$0.0893	\$0.0893	\$0.0893	\$0.0893
56 - 124	\$0.1544	\$0.1544	\$0.0893	\$0.0893	\$0.0893	\$0.0893
125 - +	\$0.1544	\$0.1544	\$0.0893	\$0.0893	\$0.0893	\$0.0893

C. United Telephone Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1953	\$0.1706	\$0.1657	\$0.1450	\$0.1170	\$0.1023
11 - 22	\$0.1953	\$0.1706	\$0.1657	\$0.1450	\$0.1170	\$0.1023
23 - 55	\$0.1953	\$0.1706	\$0.1657	\$0.1450	\$0.1170	\$0.1023
56 - 124	\$0.1953	\$0.1706	\$0.1657	\$0.1450	\$0.1170	\$0.1023
125 - +	\$0.1953	\$0.1706	\$0.1657	\$0.1450	\$0.1170	\$0.1023

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.45 USA Savings Plan (Continued)

4.45.1 IntraLATA Rates (Continued)

D. ALLTEL Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1805	\$0.1805	\$0.1444	\$0.1444	\$0.1083	\$0.1083
11 - 22	\$0.1805	\$0.1805	\$0.1444	\$0.1444	\$0.1083	\$0.1083
23 - 55	\$0.1805	\$0.1805	\$0.1444	\$0.1444	\$0.1083	\$0.1083
56 - 124	\$0.1900	\$0.1900	\$0.1520	\$0.1520	\$0.1140	\$0.1140
125 - +	\$0.1900	\$0.1900	\$0.1520	\$0.1520	\$0.1140	\$0.1140

E. Central Telephone Company Service Area

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140
11 - 22	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140
23 - 55	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140
56 - 124	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140
125 - +	\$0.2280	\$0.1900	\$0.1938	\$0.1615	\$0.1368	\$0.1140

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.45 USA Savings Plan (Continued)

4.45.2 USA Savings Plan InterLATA Rates

A. Rate Periods

Day: Calls placed from 8:00 a.m. to 5:00 p.m. Monday - Friday.

Evening: Calls placed from 5:00 p.m. to 11:00 p.m. Sunday - Friday and carrier recognized holidays.

Night/Wkd Calls placed from 11:00 p.m. to 8:00 a.m. Sunday-Friday, all day Saturday, and from midnight to 5:00 p.m. Sunday.

B. Per Minute Rates

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
1 - 10	\$0.1454	\$0.1454	\$0.1197	\$0.1197	\$0.1026	\$0.1026
11 - 22	\$0.1539	\$0.1539	\$0.1283	\$0.1283	\$0.1026	\$0.1026
23 - 55	\$0.1540	\$0.1540	\$0.1321	\$0.1321	\$0.0948	\$0.0948
56 - 124	\$0.1693	\$0.1693	\$0.1256	\$0.1256	\$0.1026	\$0.1026
125 - 292	\$0.1693	\$0.1693	\$0.1256	\$0.1256	\$0.1102	\$0.1102
293 - 430	\$0.1693	\$0.1693	\$0.1256	\$0.1256	\$0.1102	\$0.1102
431 - 624	\$0.1693	\$0.1693	\$0.1256	\$0.1256	\$0.1102	\$0.1102
625 +	\$0.1693	\$0.1693	\$0.1256	\$0.1256	\$0.1102	\$0.1102

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.45 Minimum Usage Fee

Customers of any and all services described in Section 4 will be assessed a Minimum Usage Fee, per account, in each billing cycle in which their qualifying Excel charges do not meet the minimum usage amount for their bill type. The Minimum Usage Fee is the difference between the minimum usage amount (i.e., \$7.50 or \$10.00 based on bill type) and the Customer's qualifying charges in a billing cycle. Customers billed directly by Excel will be assessed a Minimum Usage Fee if their qualifying charges total less than \$10.00 in a billing cycle. Customers billed through their local telephone company will be assessed a Minimum Usage Fee if their qualifying charges total less than \$7.50 in a billing cycle. The Minimum Usage Fee will not apply to Customers of Excel's local exchange services or to customer accounts with no call usage in a given billing cycle when the account is assigned to a rate plan without a monthly fee or to one with only a monthly access fee, a fee which is billed only if the customer has used the service during the billing cycle.

Qualifying charges to be applied toward calculating the monthly usage minimum will be derived only from the following Excel charges: all long distance, calling card, toll free, operator assisted and directory assistance usage charges, Carrier Cost Recovery Fee as well as any monthly access fees or monthly recurring charges associated with the customer's rate plan.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.46 Excel Value 2.7 Long Distance Plan

The Excel Value 2.7 Long Distance Plan is a combined outbound and inbound service. For a Customer to receive the Excel Value 2.7 Long Distance Plan, Customer must be entered into the Excel billing database, and Excel must be selected as the primary local toll and long distance interchange carrier for Customer's telephone number(s). The Excel Value 2.7 Long Distance Plan may be accessed by using 1+ dialing and/or inbound service using toll free origination. Inbound calls placed on the Excel Value 2.7 Long Distance Plan are made through a designated toll free number, and the Excel Customer is billed rather than the call originator. Term plan options and Excel's Minimum Usage Fee do not apply to Customers of this service.

4.46.1 Per Minute Rate

The following intrastate per minute rate applies regardless of mileage and/or time of day:  
Outbound and Inbound - \$0.0570

4.46.2 Monthly Charges

Customers who subscribe to the Excel Value 2.7 Long Distance Plan will be billed a \$0.99 per account monthly access fee. The monthly access fee will be billed in each month in which the Customer uses the Excel Value 2.7 Long Distance Plan.

Customers of the Excel Value 2.7 Long Distance Plan inbound service will also be billed a monthly recurring charge of \$1.00 per toll free number, if any, and a non-recurring charge of \$5.00 for each new toll free number requested, if any.

4.46.3 Billing Increments

Completed intrastate calls placed on the Excel Value 2.7 Long Distance Plan will be billed with an initial minimum of 18 seconds, and thereafter, calls will be billed in 6 second increments. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

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SECTION 4 - SERVICES AND RATES, (CONT'D.

4.46 Excel Value 2.7 Long Distance Plan (Continued)

4.46.4 Directory Assistance

Customers of the Excel Value 2.7 Long Distance Plan will be billed \$1.40 for each intrastate Directory Assistance call.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.47 Excel Value 3.0 Long Distance Plan

The Excel Value 3.0 Long Distance Plan is a combined outbound and inbound service. For a Customer to receive the Excel Value 3.0 Long Distance Plan, Customer must be entered into the Excel billing database, and Excel must be selected as the primary local toll and long distance interchange carrier for Customer's telephone number(s). The Excel Value 3.0 Long Distance Plan may be accessed by using 1+ dialing and/or inbound service using toll free origination. Inbound calls placed on the Excel Value 3.0 Long Distance Plan are made through a designated toll free number, and the Excel Customer is billed rather than the call originator. Term plan options and Excel's Minimum Usage Fee do not apply to Customers of this service.

4.47.1 Per Minute Rate

The following intrastate per minute rate applies regardless mileage and/or time of day:  
Outbound and Inbound - \$0.0570

4.47.2 Monthly Recurring Charge - Inbound

Customers of the Excel Value 3.0 Long Distance Plan inbound service will be billed a monthly recurring charge of \$1.00 per toll free number, if any, and a non-recurring charge of \$5.00 for each new toll free number requested, if any.

4.47.3 Billing Increments

Completed intrastate calls placed on the Excel Value 3.0 Long Distance Plan will be billed with an initial minimum of 18 seconds, and thereafter, calls will be billed in 6 second increments. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.47.4 Directory Assistance

Customers of the Excel Value 3.0 Long Distance Plan will be billed \$1.40 for each intrastate Directory Assistance call.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.48 Excel 818 Long Distance Plan

The Excel 818 Long Distance Plan is an outbound service (non-operator assisted, direct dial) available to residential Customers. Customers can access the Excel 818 Long Distance Plan by dialing 1 + (area code when necessary) + NXX-XXXX if they have selected Excel as their primary interexchange carrier. If Excel is selected as the primary interexchange carrier, Customer must first be entered into the Excel billing database in order to receive the Excel 818 Long Distance Plan rates. When Excel is not the presubscribed interexchange carrier, Customers can access the Excel 818 Long Distance Plan by dialing 10-10-818 + 1 + area code (if required) + NXX-XXXX. In addition, Excel may offer alternative access methods (e.g., via a toll-free number) for the Excel 818 Long Distance Plan. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Term plan options and Excel's Minimum Usage Fee do not apply to Customers of this service.

Customers of the Excel 818 Long Distance Plan may choose billing through their local telephone company, where available, or electronic billing directly from Excel. Customers selecting the electronic billing option with Excel must also enroll in Excel's Recurring Payment Plan as described in Section 2.17 of this tariff.

4.36.1 Per Minute Rate

The following intrastate per minute rate applies regardless mileage and/or time of day:

\$0.0599

4.36.2 Billing Increments

A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

4.36.3 Directory Assistance

Customers of Excel 818 Long Distance Plan will be billed \$1.40 for each intrastate Directory Assistance call.



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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.37 Excel Value 3.9 Long Distance Plan

The Excel Value 3.9 Long Distance Plan is a combined outbound and inbound service. For a Customer to receive the Excel Value 3.9 Long Distance Plan, Customer must be entered into the Excel billing database, and Excel must be selected as the primary local toll and long distance interchange carrier for Customer's telephone number(s). The Excel Value 3.9 Long Distance Plan may be accessed by using 1+ dialing and/or inbound service using toll free origination. Inbound calls placed on the Excel Value 3.9 Long Distance Plan are made through a designated toll free number, and the Excel Customer is billed rather than the call originator. Term plan options and Excel's Minimum Usage Fee do not apply to Customers of this service.

4.37.1 Per Minute Rate

The following intrastate per minute rate applies regardless mileage and/or time of day:

Outbound and Inbound \$0.0570

4.37.2 Monthly Recurring Charge - Inbound

Customers of the Excel Value 3.9 Long Distance Plan inbound service will be billed a monthly recurring charge of \$1.00 per toll free number, if any, and a non-recurring charge of \$5.00 for each new toll free number requested, if any.

4.37.3 Billing Increments

Completed intrastate calls placed on Excel Value 3.9 Long Distance Plan will be billed with an initial minimum of 18 seconds, and thereafter, calls will be billed in 6 second increments. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

4.37.4 Directory Assistance

Customers of the Excel Value 3.9 Long Distance Plan will be billed \$1.40 for each intrastate Directory Assistance call.

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SECTION 4 - SERVICES AND RATES, (CONT'D).

4.38 Excel Unlimited Long Distance Plan

The Excel Unlimited Long Distance Plan is a flat-rate unlimited long distance calling plan intended for residential customers. For a Customer to receive the Excel Unlimited Long Distance Plan, Customer must be entered into the Excel billing database, and Excel must be selected as the primary local toll and long distance interchange carrier for Customer's telephone number. The Excel Unlimited Long Distance Plan may be accessed by using 1+ dialing.

Customers of the Excel Unlimited Long Distance Plan may choose billing through their local telephone company, where available, or electronic billing directly from Excel. Customers selecting the electronic billing option with Excel must also enroll in Excel's Recurring Payment Plan as described in Section 2.17 of this tariff.

Excel does not prorate the final monthly charges for the Excel Unlimited Long Distance Plan. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Term plan options do not apply to Customers of this service. The unlimited domestic long distance usage is available for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

4.38.1 Monthly Charges

Customers who subscribe to the Excel Unlimited Long Distance Plan will be billed a \$25.00 monthly recurring charge for each telephone number subscribed to the service.

4.38.2 Directory Assistance

Customers of the Excel Unlimited Long Distance Plan will be billed \$1.40 for each intrastate Directory Assistance call.

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## SECTION 5 - PROMOTIONAL OFFERINGS

From time to time, the Company may provide certain special offerings to its Customers in the form of service promotions. These special offerings may be limited to certain dates, times and locations. The Company's residential service promotions are listed below:

### 5.1 Excel Promotional Offering I - (Dime Deal)

The Company will offer the following promotion for its existing and new Dime Deal Customers between February 1, 1998 and May 1, 1998. Existing Dime Deal Customers will automatically be subscribed to this promotional offering. New Dime Deal Customers will automatically be subscribed to this promotional offering provided they subscribe to the service on or before January 31, 1998. Concurrent with this promotion a Customer must select or have selected the Company as its Primary Interexchange Carrier (PIC) and continue using the Company as its PIC through the Customer's promotional benefit period. This promotion will remain in effect through May 1, 1998, (the "Benefit Period") unless the Benefit Period is otherwise extended by tariff amendment.

A Customer's Benefit Period will conclude if: (1) the Customer no longer uses the Company as its PIC; or (2) the Customer's billed telephone number (BTN) is changed during the Customer's promotional Benefit Period, unless the Customer notifies the Company in advance of this change and request to remain subscribed to this promotion. The following rate applies for this promotional offering:

\$0.1200 per minute, 24 hours a day, seven days a week.

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SECTION 5 - PROMOTIONAL OFFERINGS, (CONT'D.)

5.2 Excel Promotional Prepaid Calling Card

The Excel Promotional Prepaid Calling Card Service will allow a customer to pay a fixed dollar amount in advance for long distance calling. The customer will use the toll free number on the card for access from any touch-tone telephone within the State of Florida. For call completion, the customer will follow recorded prompts.

A flat per minute rate will be charged; there are no off-peak rates. The per-minute cost of a call will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The customer will be notified in advance of the exhaustion of the card. The rates for the Excel Promotional Prepaid Calling Card Service are set forth below. The rates paid by the customer will be those rates indicated on the packaging at the time of purchase of the card. An expiration date will be printed on the card. The following types of calls may not be completed with the Excel Promotional Prepaid Calling Card Service:

Calls to 500, 700, 900 and toll free numbers; and calls to Directory Assistance.

A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. Calls in progress will be terminated by the Company if the balance on the Excel Promotional Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Excel Promotional Prepaid Calling Card prior to termination.

This Excel Promotional Prepaid Calling Card Service promotion is available in \$5.00 denominations; sales or excise taxes are due at the point of purchase. Excel Promotional Prepaid Calling Card Service rates apply twenty-four hours per day, seven days per week. Cards are not rechargeable. The following Per Minute Rate applies for calls placed from locations within the State of Florida.

This promotional service will be offered to Customers through January 31, 1999, unless otherwise canceled or extended by the Company.

5.2.1 Per Minute Rate \$0.2500

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SECTION 5 - PROMOTIONAL OFFERINGS, (CONT'D.)

5.3 Simply 600 Promotion

Beginning May 4, 2004 and ending August 1, 2004, Customers who subscribe to Simply 500 Service will be eligible to receive an additional 100 minutes of included long distance usage each month. All other terms and conditions of the Simply 500 Service apply, and Customers will be billed at the rates and charges set forth in Section 4.32.

5.4 Dial & Win Sweepstakes Service

Dial & Win Sweepstakes Service is a direct mail promotional offering afforded to residential long distance Customers. Customers under this promotional offering will be offered USA Savings Plan Rates from the period of September 19, 1996 until June 30, 1997. At the expiration of the promotion, customers may continue to utilize the promotional rates by dialing the Carrier's access code before placing long distance calls. Calls are billed in initial and additional one minute increments after a minimum call duration, for billing purposes, of one minute. No minimum usage commitment is required. Calls originate from Customer-provided standard residential switched access lines. Customers may make calls from either a presubscribed access line or by dialing the Carrier's (10XXX) access code.

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SECTION 5 - PROMOTIONAL OFFERINGS, (CONT'D.)

5.5 Dial & Save Promotional Prepaid Calling Card

The Dial & Save Promotional Prepaid Calling Card Service will allow a customer to pay a fixed dollar amount in advance for long distance calling. The customer will use the toll free number on the card for access from any touch-tone telephone within the State of Florida. For call completion, the customer will follow recorded prompts.

A flat per minute rate will be charged; there are no off-peak rates. The per-minute cost of a call will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. The customer will be notified in advance of the exhaustion of the card. The rates for the Dial & Save Promotional Prepaid Calling Card Service are set forth below. The rates paid by the customer will be those rates indicated on the packaging at the time of purchase of the card. An expiration date will be printed on the card. The following types of calls may not be completed with the Dial & Save Promotional Prepaid Calling Card Service:

Calls to 500, 700, 900 and toll free numbers and calls to Directory Assistance.

A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. Calls in progress will be terminated by the Company if the balance on the Dial & Save Promotional Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Dial & Save Promotional Prepaid Calling Card prior to termination.

This Dial & Save Promotional Prepaid Calling Card Service promotion is available in \$5.00 and \$10.00 denominations; sales or excise taxes are due at the point of purchase. Dial & Save Promotional Prepaid Calling Card Service rates apply twenty-four hours per day, seven days per week. Cards are not rechargeable. The following Per Minute Rate applies for calls placed from locations within the State of Florida.

This promotional service will be offered to Customers through January 31, 1999, unless otherwise canceled or extended by the Company.

5.5.1 Per Minute Rate           \$0.2500

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SECTION 5 - PROMOTIONAL OFFERINGS, (CONT'D.)

5.6 1010399 Domestic Service Promotion I

The "1010399" Domestic Service Promotion I is a flat-rate residential service offered to casual calling customers from July 15, 1999 to December 31, 1999. Casual calling customers who dial the company's 10-10-399 access code prior to placing 1+ calls will receive an initial rate (per call) for the first 10 minutes of usage, with each additional minute thereafter receiving a separate rate.

5.6.1 Per Minute Rates

Initial 10 Minute Rate	\$1.30
Each Add'l Minute	\$0.11

5.6.2 Directory Assistance \$1.21/ per call charge

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## SECTION 6 - SPECIAL SERVICES

This Section of the Company's Florida P.S.C. Tariff applies only to those Customers who select EXCEL as their long distance telecommunications service provider, and who also select certain companion local service offerings provided by EXCEL.

### 6.1 EXCEL MyLine Service

This service is for use by residential customers. The following service rates and charges are available to Customers who select and designate EXCEL Telecommunications, Inc. as their Local Exchange Carrier (LEC) in the State of Florida. These rates and charges are applicable only to intrastate, non-operator-assisted, 1+, direct-dialed, long distance calls which originate and terminate in Florida by Customers who have selected EXCEL as their Local Exchange Carrier (LEC). Rates and charges for this service offering are determined by the EXCEL MyLine Local Service Package selected by the Customer.

#### 6.1.1 EXCEL Classic MyLine<sup>SM</sup> Per Minute Rates

EXCEL Classic MyLine<sup>SM</sup> Per Minute Rates are only available to existing customers of EXCEL Classic MyLine<sup>SM</sup> Local Service Packages (formerly known as EXCEL MyLine Local Service Packages) as of February 16, 2004. Following are the per minute rates applicable to intrastate long distance calls placed on a 1+, direct-dialed, and 10-1X-XXX casual calling basis, and are determined by the EXCEL Classic MyLine Local Service Package selected by the Customer; these rates apply to both interLATA and intraLATA toll calls only:

- A. EXCEL Classic MyLine<sup>SM</sup> Basic Local Service Package \$0.0690/minute
- B. EXCEL Classic MyLine<sup>SM</sup> Value Local Service Package \$0.0490/minute
- C. EXCEL Classic MyLine<sup>SM</sup> Complete Local Service Package \$0.000/minute

If EXCEL Classic MyLine<sup>SM</sup> Basic, EXCEL Classic MyLine<sup>SM</sup> Value, or EXCEL Classic MyLine<sup>SM</sup> Complete Local Service Package Customers originate calls by dialing 1+ (Area Code) on a direct-dialed basis and terminate calls to other EXCEL Classic MyLine<sup>SM</sup> Basic, EXCEL Classic MyLine<sup>SM</sup> Value, or EXCEL Classic MyLine<sup>SM</sup> Complete Local Service Package Customer's telephone number(s), they will be eligible to receive a discount, as described in Section 6.1.9, following.

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

6.1 EXCEL MyLine<sup>SM</sup> Service (Continued)

6.1.2 EXCEL Classic MyLine<sup>SM</sup> Service Billing Increments

Each call completed will have an initial minimum of one (1) minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.1.3 EXCEL Classic MyLine<sup>SM</sup> Service Hours

Rates apply 24 hours a day, 7 days a week

6.1.4 EXCEL Classic MyLine<sup>SM</sup> Monthly Recurring Charges

In addition to the above per minute rate(s), Customers are assessed a Monthly Recurring Charge based on the EXCEL Classic MyLine<sup>SM</sup> Local Service Package selected. The Monthly Recurring Charge for the local service package can be found in the Company's Local Exchange Services price list on file with the Florida Public Service Commission. The EXCEL Classic MyLine<sup>SM</sup> Local Service Package Monthly Recurring Charge applies whether or not Customers make any calls.

The EXCEL Classic MyLine<sup>SM</sup> Local Service Package Monthly Recurring Charge(s) shall be in addition to charge(s) applicable to other federal service(s) or companion state service(s) available from EXCEL as add-on services. Add-on services or service features include, but are not limited to: operator services, directory assistance services, dial-around casual calling services, calling card and certain international services.

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

6.1 EXCEL MyLine<sup>SM</sup> Service (Continued)

- 6.1.5 EXCEL MyLine Calling Card Service: Calling card access is available from touch tone or rotary phones by dialing an Excel-provided toll free number and personal identification number (PIN) associated with the card. The following charges apply for all EXCEL MyLine Calling Card Calls placed within the State:

Per call surcharge:	\$0.2000
Per minute rate:	\$0.1500

6.1.6 EXCEL MyLine Personal 800/8XX Inbound Service:

Inbound 800/8XX service arrangements are also available to EXCEL MyLine Local Service Package Customers, at an additional charge. Customers may access the EXCEL network for inbound service using toll free origination. Inbound calls are made through a Company-designated toll free number, and the Customer is billed rather than the call originator. All completed inbound calls made will have an initial minimum of one minute and any time beyond that minimum will be billed in addition using one minute increments, rounded up to the next whole minute. The following rates apply:

Monthly Recurring Charge:	\$1.00
Per minute rate:	\$0.1500

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

6.1 EXCEL MyLine<sup>SM</sup> Service (Continued)

6.1.7 EXCEL MyLine<sup>SM</sup> Directory Assistance Service:

EXCEL MyLine<sup>SM</sup> Directory Assistance Service allows Customers to request information from Directory Assistance records. Directory Assistance charges apply to all requests. Customers may access this service by dialing the area code (NPA) for the telephone number desired plus 555-1212, or by using a Company-provided access code (10-1X-XXX + 1 + Area Code + 555-1212), or other Company-authorized access method. Up to two requests for listings within the same area code is allowed on each call to Directory Assistance.

Directory Assistance with call completion is available at no additional charge. If calls are completed via call completion, the applicable per minute rate for originating direct-dial usage calls for which the Customer subscribes or usages will be charged.

Directory Assistance                      \$0.7500 per call

6.1.8 EXCEL MyLine<sup>SM</sup> Casual Calling Service Program:

EXCEL MyLine<sup>SM</sup> Service Customers may also place long distance telephone calls by using a Company-designated 10-1X-XXX access code. If EXCEL MyLine<sup>SM</sup> Service Customers originate calls using a Company-designated casual calling (dial-around) code and terminate calls to other EXCEL MyLine Service Customers, they will be eligible to receive a discount on those calls, as described in Section 6.1.9, following.

EXCEL's MyLine<sup>SM</sup> Friends-R-Free Discount Program is not available for Customers who subscribe to the EXCEL MyLine<sup>SM</sup> - Stand Alone Local Service offering

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

6.1 EXCEL MyLine<sup>SM</sup> Service (Continued)

6.1.9 EXCEL MyLine<sup>SM</sup> Friends-R-Free Discount Program:

EXCEL MyLine<sup>SM</sup> Service Customers may place 1+, direct-dialed calls or they can use a Company-designated casual calling (dial-around) code when dialing long distance calls to other Customers who have selected the EXCEL MyLine Service, at no additional charge.

In the event a Customer's applicable combined intrastate and interstate usage exceeds 3000 minutes in a given Customer's monthly billing invoice period, the per minute rates set forth in herein will apply.

Customer telephone numbers which are not capable of being subscribed to an interexchange carrier, and telephone numbers which are associated with Company 800/8XX service(s) or access codes associated with Company services other than switched services (e.g., wireless service telephone numbers, paging service numbers and calling card service numbers) are not eligible for inclusion in the EXCEL MyLine<sup>SM</sup> Friends-R-Free Discount Program.

If a Customer discontinues his or her EXCEL MyLine<sup>SM</sup> Service, only those eligible long distance calls which were made while he or she was a Customer with the EXCEL MyLine<sup>SM</sup> Service will receive the EXCEL MyLine<sup>SM</sup> Friends-R-Free Discount.

The EXCEL MyLine<sup>SM</sup> Friends-R-Free Discount does not apply to service which is provided on any special access line or Local Exchange Company service line for which the Customer pays a rate described as a business or commercial special access line in an applicable Local Exchange Company access service price list. In addition, EXCEL's MyLine<sup>SM</sup> Friends-R-Free Discount is not available for Customers who have selected the EXCEL MyLine<sup>SM</sup> - Stand Alone Local Service offering.

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

6.1 EXCEL MyLine<sup>SM</sup> Service (Continued)

6.1.9 EXCEL MyLine<sup>SM</sup> Friends-R-Free Discount Program: (Continued)

Existing Excel Customers who enroll in the EXCEL MyLine<sup>SM</sup> Service offering during their monthly billing period will begin to receive benefits of the EXCEL MyLine<sup>SM</sup> Friends-R-Free Discount Program effective with their service initiation date. Customers who convert to an eligible calling plan identified herein, are eligible to receive the benefits of the EXCEL MyLine<sup>SM</sup> Friends-R-Free Discount Program beginning on their new service plan effective date. Customers enrolled in the EXCEL MyLine<sup>SM</sup> Friends-R-Free Discount Program as of effective date of this tariff will remain enrolled in the program until and only if they otherwise notify the Company.

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SECTION 6 - SPECIAL SERVICES, (CONTD.)

6.1 EXCEL MyLine<sup>SM</sup> Service (Continued)

6.1.10 Other EXCEL MyLine Service Terms and Conditions:

The Company reserves the right to adjust a Customer's service upon appropriate notification. The Company reserves the right to disconnect Customer's residential service or to convert any plan associated with such service to a business plan upon appropriate notification if it is determined that usage is not consistent with normal residential applications. If it is determined that usage is not consistent with residential voice applications, Customer will be assessed a \$50.00 monthly recurring data usage charge or will be disconnected.

A. Charges applicable to the following call usage and/or service features are not included in EXCEL's MyLine Local Service Package Monthly Recurring Charge(s):

1. Calls requiring operator assistance;
2. Data transmission-type calls;
3. Interstate or international service and/or line charge(s);
4. Call blocking charges;
5. Directory listing charges;
6. Directory Assistance calls (including directory assistance with call completion);
7. Per use charges not included in an EXCEL MyLine companion local service offering;
8. Custom features not included in an EXCEL MyLine companion local service offering; and
9. Taxes and other quasi-governmental surcharges.

All terms and conditions of any service selected by the Customer, including applicable monthly recurring charges, will apply and will be in addition to the EXCEL MyLine Local Service Package charges as described above. When the billing date does not coincide with the date that the EXCEL MyLine Service plan is started, changed, or discontinued, the monthly recurring charge will be adjusted to reflect the fractional part of the month service is provided. For billing purposes, each month is considered to have 30 days.

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

6.1 EXCEL MyLine<sup>SM</sup> Service (Continued)

6.1.11 Other EXCEL MyLine<sup>SM</sup> Service Terms and Conditions: (Continued)

The Company reserves the right to discontinue offering this service and grandfather existing customers, in the event that (1) facilities are not available to the Company to adequately provide the service, and (2) such lack of facilities is the result of the failure of any carrier (from whom the Company is securing facilities to provide the service) to provide adequate service to the Company. If the Company discontinues offering this service and grandfathers existing customers, notice to the Commission will be provided in accordance with applicable Commission rules and regulations.

The Customer upon written or verbal notice to Excel may discontinue enrollment in the EXCEL MyLine<sup>SM</sup> Service plan. Usage from 800/8XX service plans, calls to Directory Assistance, Calling Card Calls, and Operator Assisted calls are excluded from the EXCEL MyLine<sup>SM</sup> Friends-R-Free Discount Program.

6.1.12 EXCEL MyLine<sup>SM</sup> Long Distance Services

EXCEL MyLine<sup>SM</sup> Long Distance Services provide an outbound voice grade communications service for Customers who subscribe to certain EXCEL MyLine<sup>SM</sup> bundled service packages described in Matrix Telecom, Inc. d/b/a Excel Telecommunications's Florida Price List. No. 5 on file with the Commission. In order to subscribe to EXCEL MyLine<sup>SM</sup> Long Distance Services, Customers must select EXCEL as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services.

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

6.1 EXCEL MyLine<sup>SM</sup> Service (Continued)

6.1.12 EXCEL MyLine<sup>SM</sup> Long Distance Services (Continued)

A. EXCEL MyLine<sup>SM</sup> \$.05 Plan

EXCEL MyLine<sup>SM</sup> \$.05 Plan (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Florida. Customers access EXCEL MyLine<sup>SM</sup> \$.05 Plan by dialing 1 + (area code when necessary) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Calls are rated based on call duration.

Customers of EXCEL MyLine<sup>SM</sup> \$.05 Plan will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.0500
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

B. EXCEL MyLine<sup>SM</sup> \$.03 Plan

EXCEL MyLine<sup>SM</sup> \$.03 Plan (non-operator assisted, direct dial) is intended for residential Customers for calling within the State of Florida. Customers access EXCEL MyLine<sup>SM</sup> \$.03 Plan by dialing 1 + (area code when necessary) + NXX-XXXX. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Calls are rated based on call duration.

Customers of EXCEL MyLine<sup>SM</sup> \$.03 Plan will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Day/Evening/Night/Weekend	\$0.0300
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A sixty (60) second minimum will apply to each completed call, and thereafter, Customers will be billed in sixty (60) second increments.

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## SECTION 7 - COMMERCIAL SERVICES TECHNICAL TERMS/ABBREVIATIONS

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to Carrier's location or switching center.

**Authorization Code** - A numerical code, one or more of which may be assigned to a subscriber, to enable Carrier to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Carrier** - Matrix Telecom, Inc. d/b/a Excel Telecommunications

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Customer** - The party utilizing Carrier's services and responsible for payment of charges.

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

**Local Access and Transport Area (LATA)** - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

**Measured Charge** - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

**Referral Customer** - The person, firm or entity referred to Carrier by a Customer for inclusion into the Calling Club Referral Program. The Referral Customer is responsible for the payment of charges and/or compliance with tariff regulations as it relates only to its service.

**Subscriber** - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of a Carrier's services.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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## SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS

### 8.1 Use of Services

Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

Carrier's services are available for use twenty-four hours per day, seven days per week.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.1 Use of Services (Continued)

Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

8.2 Liability of Carrier

Carrier shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Carrier's services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Carrier's liability for any service exceed the charges applicable under this tariff to such service.

Carrier shall be indemnified and saved harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by Carrier.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.2 Liability of Carrier (Continued)

Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with Carrier's services.

Carrier shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

Carrier shall not be liable for and shall be indemnified and saved harmless by any subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier.

Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.3 Responsibilities of the Subscriber

The subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to users. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not collect, third party, calling card, or credit card calls.

The subscriber is responsible for charges incurred for special construction and/or special facilities which the subscriber requests and which are ordered by Carrier on the subscriber's behalf.

If required for the provision of Carrier's services, the subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

The subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.3 Responsibilities of the Subscriber (Continued)

The subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to users. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not collect, third party, calling card, or credit card calls.

The subscriber is responsible for charges incurred for special construction and/or special facilities which the subscriber requests and which are ordered by Carrier on the subscriber's behalf.

If required for the provision of Carrier's services, the subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

The subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.3 Responsibilities of the Subscriber (Continued)

The subscriber must pay for the loss through theft of any Carrier equipment installed at subscriber's premises.

The subscriber is responsible for payment of the charges set forth in this tariff.

The subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

8.4 Cancellation or Interruption of Services

8.4.1. Without incurring liability, Carrier may discontinue services to a subscriber or may withhold the provision of ordered or contracted services, subject to the procedures set forth below:

- A. For nonpayment of any sum due Carrier for more than thirty days after issuance of the bill for the amount due,
- B. For violation of any of the provisions of this tariff,
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.4 Cancellation or Interruption of Services (Continued)

8.4.2 Procedures for discontinuance of existing service:

- A. Carrier may discontinue service without notice for any of the following reasons:
  - 1. If a subscriber or user causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
  - 2. If a subscriber or user uses Carrier's services in a manner to violate the law.
- B. In all other circumstances, Carrier will provide the subscriber with written notice stating the reason for discontinuance, and will allow the subscriber not less than 10 days to remove the cause for discontinuance. In cases of non-payment of charges due, the subscriber will be allowed at least five days, excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.4 Cancellation or Interruption of Services (Continued)

8.4.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

8.4.4 Service may be discontinued by Carrier, without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

8.5 Billing Arrangements

Subscribers will either be billed directly by Carrier or its intermediary, or charges will be included in the subscribers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.6 Validation of Credit

Carrier reserves the right to validate the credit worthiness of subscribers or users.

8.7 Contested Charges

Any objection to billed charges should be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where any undercharge in billing of the subscriber is the result of a Company mistake, the Company may not backbill in excess of twelve months. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend, or other compensation on the amount overbilled.

If there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the user may file an appropriate complaint with the Florida Public Service Commission. The address of the Florida Public Service Commission is:

Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399  
(850) 413-6100

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.8 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

8.9 Deposits

Carrier does not require a deposit from the subscriber.

8.10 Credit Limits

Carrier reserves the right to impose a \$250.00 credit limit per telephone line for non-residential customers. Carrier reserves the right to request reasonable credit assurance, in its sole discretion, to allow spending in excess of \$250.00 per billing cycle.

8.11 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates.

8.12 Late Payment Charges

Any charges accrued under this tariff that are not paid in full within the time provided will be subject to a late payment charge of 1.5% per month.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.13 Timing of Calls

Billing for calls placed over the Carrier network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

Unless otherwise indicated, all calls billed under the Company's commercial and business service offerings will be rounded up to the next whole minute or six second increment, whichever applies. In addition, if the computed charge for a call made pursuant to the Company's commercial and business service offerings results in a fraction of a cent, the fraction will be rounded up to the next whole cent.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.14 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. Carrier uses the rate centers, associated vertical and horizontal coordinates, and method of computing mileage set forth in Telcordia.

FORMULA =

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

8.15 Service Offerings

Carrier provides direct dialed services. The applicable rates for these services are set forth in Section 9 of this tariff.

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SECTION 8 - COMMERCIAL SERVICES RULES AND REGULATIONS, (CONT'D.)

8.16 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

8.17 Service Territories

The services offered in this tariff originate within the AT&T, Verizon, CenturyLink (f/n/a Embarq), and Windstream service territories.

8.18 Promotions

From time to time the Company will, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring charges, reduce commitment or term requirements or to reduce rates for eligible Customers of target products. Such promotions will be made available to all similarly situated Customers in the target market area.

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## SECTION 9 - COMMERCIAL SERVICES RATES

### 9.1 Prime Calling Program

Prime Calling Program is a direct dial service available to business and residential customers. Customers may access the service either from an access line presubscribed to Carrier or by dialing the Carrier's "10XXX" code. In order to be billed at Prime Calling Program rates, Customer must register for the service during a contact with Carrier and be entered into the Carrier billing database prior to utilizing the service.

Customers are billed through the local exchange carrier or directly by Carrier. If billed directly by Carrier, payment is due upon receipt of Carrier's bill. Bills are delinquent 21 days from date of bill. Service may be terminated, at Carrier's discretion, without notice if payment is not received 30 days from the billed date. Service termination, or waiver of termination by Carrier, is in addition to any other right Carrier may have in law or equity to collect delinquent charges.

If customer fails to pay charges within the specified time period, terms, Carrier reserves the right to change customer from Prime Calling Program to Dial & Save Residential Calling Program rates, and commence billing customer through the local exchange carrier without notice. This remedy is in addition to any other right Carrier may have in law or equity to collect delinquent charges.

Customer must notify Carrier of any billing disputes within thirty (30) days of receipt of bill, otherwise charges shall be deemed valid, correct, due and payable.

Rates - Calls are billed in initial 18 second increments, and in 6 second increments thereafter.

Peak Period Calls placed from 8:00 a.m. to 5:00 p.m. Monday - Friday.

Off-Peak Period All other times, including carrier holidays.

	PEAK		OFF-PEAK	
	First Minute	Each Add'l. Minute	First Minute	Each Add'l. Minute
IntraLATA	\$0.160	\$0.135	\$0.160	\$0.135
InterLATA	\$0.160	\$0.135	\$0.160	\$0.135

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.2 Directory Assistance

Unless otherwise specified, commercial services directory assistance calls will be completed at \$0.67 per call.

9.3 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.4 Calling Club Referral Program

Customers who have selected Carrier as their primary interexchange carrier or who access Carrier service via "10XXX" dialing are eligible to participate in the Calling Club Referral Program. Participants in the Calling Club Referral Program will receive a discount equal to 5% of the monthly Carrier long distance usage generated by customers whom they refer to Carrier.

For the purposes of this program, "usage" is defined as charges for interstate, interLATA and intraLATA long distance calls placed over the Carrier's network. International long distance usage is also eligible for the Calling Club Referral Program discount. Directory assistance, non-recurring or recurring fees and taxes are not considered usage and are therefore not eligible for the monthly discount.

The discount will be calculated monthly and applied to the Calling Club Participant's monthly bill in the form of an electronic credit or a check made payable to the Participant or jointly to the Participant and the LEC.

9.4.1 In order to receive Calling Club discounts, the following conditions must be observed:

- A. Calling Club Participant and Referral Customer must maintain separate LEC accounts within Carrier's originating service area.
- B. Calling Club Participant must make at least one billable Carrier long distance call per month or they forfeit that month's referral discount.
- C. Calling Club Participant's Referral Customer must make at least one billable Carrier long distance call every 3 months. Should a Referral Customer cease using Carrier for a period longer than 3 months, the Referral may be purged from the Carrier billing database and disassociated from the Calling Club Participant's account.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.4 Calling Club Referral Program (Continued)

9.4.1, (Cont'd.)

- D. Calling Club Participant must properly register the Referral Customer with Carrier prior to accumulating or receiving discounts. Participant may register the Referral Customer by dialing a designated toll-free number and speaking with a Carrier representative or by completing a special enrollment form and submitting it to Carrier. In order to receive discounts, Participant must provide Carrier with accurate information regarding the Referral Customer for entry into the Carrier billing database. Participant is responsible for notifying Carrier of changes in the Referral Customer's billing information.
- E. The Referral Customer must be a new Carrier user, defined as not having used Carrier within the past 12 months.

Carrier reserves the right to discontinue or change this plan at any time. Carrier also reserves the right to suspend the Calling Club Referral Program on a case by case basis, should the Carrier believe that the program is being used for fraudulent purposes. At the discretion of the Carrier, the program may be reinstated to suspended Participants or Referral Customers.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.5 Small Business 800 Service

Small Business 800 Service is an inbound calling service utilizing switched access facilities. This service permits the Customer to receive incoming calls from all locations within the state of New Hampshire. With Small Business 800 service, the Customer is charged for the call, not the calling party. Calls are billed in six (6) second increments with a minimum initial calling period of eighteen (18) seconds.

Per Minute Rate:

Initial Minute	\$0.2200
Each Additional Minute	\$0.2000

Monthly Recurring Charge:	\$3.00
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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.6 Commercial Plan

The Commercial Plan is available to business Customers who meet the Company's credit approval guidelines. Customers may select a Month to Month or a Term Commitment Option. Customers electing a Term Commitment Option must sign a contract with the Company. Customers will either be billed directly by the Company or by their local exchange telephone Company. Commercial Plan rates apply to direct dial, toll free (800/888) and calling card calls. A monthly recurring charge may also apply.

Account Codes are available under the Commercial Plan. Account Codes assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, any only those pre-defined codes can be used to complete a call, or Customer may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

9.6.1 Month to Month Option

Calls will be rated at the rates indicated below with a volume discount applied in accordance with the Customer's Monthly Revenue Level. The Customer's Monthly Revenue Level consists of all intrastate, interstate and international outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. The Customer will receive the applicable discount percentage which corresponds with Customer's Monthly Revenue Level as determined by the Discount Schedule shown in Section 4.8.1 B. The discount percentage will be applied to intrastate and interstate outbound and inbound usage only. The Discount Percentage will not be applied to calling card usage, directory assistance charges, or other fees.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.6 Commercial Plan (Continued)

9.6.1 Month to Month Option (Continued)

Calls are billed in initial 30 second and additional 6 second increments, with any fractional portion of call rounded up to the next highest billing increment.

Customers subscribing to the Commercial Plan Month to Month Option are eligible for the Company's 100% Satisfaction Guarantee, which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance carrier; and (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back. The Guarantee is valid for a period of 90 days from the start of Customer's service.

Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.6 Commercial Plan (Continued)

9.6.1 Month to Month Option (Continued)

A. Rates

Direct Dial and Toll Free Rate:	\$0.165 per minute
Calling Card Rate:	\$0.25 per minute
Calling Card Surcharge:	\$0.50 per call

B. Discount Schedule

Monthly Revenue Level	% Discount
\$0.00 - \$99.99	0%
\$100.00 - \$199.99	3.64%
\$200.00 - \$499.99	6.67%
\$500.00 - \$749.99	9.70%
\$750.00 - \$999.99	12.73%
\$1,000.00 - \$4,999.99	15.76%
\$5,000 +	21.82%

C. Monthly Recurring Fees

Toll Free Numbers (800/888):	\$3.00 per month per line
Account Codes: (Non-validated)	\$5.00
Account Codes: (Validated)	\$10.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.6 Commercial Plan (Continued)

9.6.2 Term Commitment Option

Users subscribing to this option will select a Term Commitment Period and a Monthly Revenue Commitment. Calls will be rated at the rates indicated in Section 9.7.2 A, which corresponds with the Term Commitment Period and Monthly Revenue Commitment selected by the Customer. The Company will calculate the Customer's Monthly Revenue level to determine if Customer's Monthly Revenue Commitment has been fulfilled. The customer's Monthly Revenue Level consists of all intrastate, interstate and international, outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. Calls are billed in initial 30 second and additional 6 second increments, with any fractional portion of call rounded up to the next highest billing increment.

Customers subscribing to the Commercial Plan Term Commitment Option are eligible for the Company's 100% Satisfaction Guarantee which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance Carrier; (2) refund to the Customer 11 PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier; (3) refund to the Customer the amount of their first Commercial Plan invoice; and (4) cancel Customer's term agreement without liability for the Termination Penalty.

Customer shall not be entitled to the items described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control. This Guarantee is valid for 90 days from the start of Customer's service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.6 Commercial Plan (Continued)

9.6.2 Term Commitment Option (Continued)

A. Rates

Monthly Revenue Commitment	12 Months	18 Months	24 Months
\$100	\$0.139	\$0.134	\$0.129
\$250	\$0.134	\$0.129	\$0.124
\$500	\$0.129	\$0.124	\$0.119
\$750	\$0.124	\$0.119	\$0.114
\$1,000	\$0.119	\$0.114	\$0.109
\$5,000	\$0.109	\$0.104	\$0.099

Calling Card Surcharge: \$0.25 per call  
Calling Card Rate Per Minute: \$0.20 per minute

B. Deficiency Charge

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, for that invoice period Customer will pay a Deficiency Charge which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due for service provided to the Customer. Deficiency Charges will not be assessed prior to the third invoice period.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.6 Commercial Plan (Continued)

9.6.2 Term Commitment Option (Continued)

C. Termination Penalty

In the event Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

D. Monthly Recurring Fees

Toll Free Numbers (800/888):	\$3.00 per month per line
Account Codes: (Non-validated)	\$5.00
Account Codes: (Validated)	\$10.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.7 Enhanced Services

Enhanced services include voice mail, fax mail, speed dial, and other special services including access to news, weather, sports, and financial information. Enhanced services are available to business and residential customers. Calls are billed in one minute increments.

9.7.1 Enhanced Services Rates

Per Minute Rate:

Initial Minute	\$1.25
Each Additional Minute	\$0.25

9.7.2 Travel Card Service

Travel Card Service is available to Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll-free number, and enter an authorization code and a personal identification number. Customers will be charged usage rates as identified below plus a per-call surcharge. Calls are billed in initial and additional one minute increments.

Residential Customers:

Per Minute Rate:

Day	\$0.20
Evening, Night/Weekend	\$0.16
Per Call Surcharge:	\$0.60

Business Customers:

Per Minute Rate:	0.25
(Day, Evening, Night/Weekend)	

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.8 Prepaid Debit Card Service

Prepaid debit card service is a prepaid long distance calling card service, under which Customers purchase cards in predetermined amounts for long distance usage. Customers access the service by dialing a Company specified access code. As a Customer accesses the service, usage rates and taxes are automatically deducted from the remaining card balance. Customers are notified with a usage remaining message each time a call is placed. Customers will also receive a reminder message when the balance of the card reaches one (1) minute of usage. Calls in progress will be terminated if the balance on the Pre-paid card is insufficient to cover the charges associated with the call. When the card balance reaches zero, the user must purchase another card or have the card recharged pursuant to instructions the Company provides to users purchasing the cards. Calls are billed in initial and additional one minute increments, with any fractional portion of call rounded up to the next highest billing increment.

9.8.1 Rates

Calls are Measured and Consumed on a Per Unit Basis

Per Unit	\$0.25 Per Minute
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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.9 Prime Business Select II

Prime Business Select II is available to business Customers who meet the Company's credit approval guidelines. Customers may select a Month to Month or a Term Commitment Option. Customers electing a Term Commitment Option must sign a contract with the Company. Customers will either be billed directly by the Company or by their local exchange telephone Company. Prime Business Select II rates apply to direct dial, toll free (800/888) and calling card calls. A monthly recurring charge may also apply.

Account Codes are available under Prime Business Select II. Account Codes assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, and only those pre-defined codes can be used to complete a call, or Customer may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

9.9.1 Month to Month Option

Calls will be rated at the rates indicated below with a volume discount applied in accordance with the Customer's Monthly Revenue Level. The Customer's Monthly Revenue Level consists of all intrastate, interstate and international outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. The Customer will receive the applicable discount percentage which corresponds with Customer's Monthly Revenue Level as determined by the Discount Schedule shown in Section 9.10.1 B. The discount percentage will be applied to intrastate and interstate outbound and inbound usage only. The Discount Percentage will not be applied to calling card usage, directory assistance charges, or other fees. Calls are billed in initial 18 second and additional 6 second increments, with any fractional portion of call rounded up to the next highest billing increment.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.9 Prime Business Select II (Continued)

9.9.1 Month to Month Option (Continued)

Customers subscribing to the Prime Business Select II Month to Month Option are eligible for the Company's 100% Satisfaction Guarantee, which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance carrier; and (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back. The Guarantee is valid for a period of 90 days from the start of Customer's service.

Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.9 Prime Business Select II (Continued)

9.9.1 Month to Month Option (Continued)

A. Rates

Direct Dial and Toll Free Rate:	\$0.165 per minute
Calling Card Rate:	\$0.25 per minute
Calling Card Surcharge:	\$0.50 per call

B. Discount Schedule

Monthly Revenue Level	% Discount
\$0.00 - \$99.99	0%
\$100.00 - \$199.99	3.64%
\$200.00 - \$499.99	6.67%
\$500.00 - \$749.99	9.70%
\$750.00 - \$999.99	12.73%
\$1,000.00 - \$4,999.99	15.76%
\$5,000 +	21.82%

C. Monthly Recurring Fees

Toll Free Numbers (800/888):	\$3.00 per month per line
Account Codes: (Non-validated)	\$5.00
Account Codes: (Validated)	\$10.00

9.9.2 Term Commitment Option

Customers subscribing to the Prime Business Select II Term Commitment Option are eligible for the Company's 100% Satisfaction Guarantee which is as follows:

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.9 Prime Business Select II (Continued)

9.9.2 Term Commitment Option (Continued)

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance Carrier; (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier; (3) refund to the Customer the amount of their first Prime Business Select II invoice; and (4) cancel Customer's term agreement without liability for the Termination Penalty.

Customer shall not be entitled to the items described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control. This Guarantee is valid for 90 days from the start of Customer's service.

A. Rates

Monthly Revenue Commitment	No Term	12 Months	18 Months	24 Months	36 Months
	\$0.1600	N/A	N/A	N/A	N/A
\$100	\$0.1550	\$0.1375	\$0.1325	\$0.1275	\$0.1200
\$250	\$0.1500	\$0.1325	\$0.1275	\$0.1225	\$0.1150
\$500	\$0.1450	\$0.1275	\$0.1225	\$0.1175	\$0.1100
\$750	\$0.1400	\$0.1225	\$0.1175	\$0.1125	\$0.1050
\$1,000	\$0.1350	\$0.1175	\$0.1125	\$0.1075	\$0.1025
\$2,500	\$0.1300	\$0.1125	\$0.1075	\$0.1025	\$0.0975
\$5,000	\$0.1250	\$0.1075	\$0.1025	\$0.0975	\$0.0925
\$10,000	\$0.1200	\$0.1025	\$0.0975	\$0.0950	\$0.0900
\$25,000	\$0.1150	\$0.0975	\$0.0950	\$0.0925	\$0.0875
\$50,000	\$0.1100	\$0.0950	\$0.0925	\$0.0900	\$0.0850

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.9 Prime Business Select II (Continued)

9.9.2 Term Commitment Option (Continued)

B. Deficiency Charge

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, for that invoice period Customer will pay a Deficiency Charge which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due for service provided to the Customer. Deficiency Charges will not be assessed prior to the third invoice period.

C. Termination Penalty

In the event Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

D. Monthly Recurring Fees

Toll Free Numbers (800/888):	\$3.00 per month per line
Account Codes: (Non-validated)	\$5.00
Account Codes: (Validated)	\$10.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.9 Prime Business Select II (Continued)

9.9.2 Term Commitment Option (Continued)

E. Travel Card Rates

Term Commitment up to \$74,999

Per Minute: \$0.15

Per Call Surcharge: \$0.10

Term Commitment from \$75,000 to \$99,999

Per Minute: \$0.20

Per Call Surcharge: \$0.25

Term Commitment from \$100,000 to \$124,999

Per Minute: \$0.15

Per Call Surcharge: \$0.25

Term Commitment from \$125,000 to \$149,999

Per Minute: \$0.20

Per Call Surcharge: \$0.10

F. Premium Travel Card Rates

Term Commitment from \$150,000 +

Per Minute: \$0.20

Per Call Surcharge: \$0.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.10 Affinity Association Program

The Affinity Association Program is made available to Affinity Vendors of the Company. Affinity Vendors are agents acting on behalf of the affinity association that negotiate the following discounted rates for the members of the affinity organization. All Affinity Association calls will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

9.10.1 Business Affinity Association Program

Business Affinity Association is a flat rate program designed for use by large and medium sized business customers.

A. Per Minute Rate \$0.1250

9.10.2 Residential Affinity Association Program

Residential Affinity Association Program is available in two options, a flat rate and a time of day sensitive rate.

A. Flat Rate Affinity Program

Per Minute Rates \$0.1250

B. Time Of Day Sensitive Affinity Program

Day \$ 0.1550

Evening \$ 0.1250

Night/Weekend \$ 0.1050

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.11 Prime Business Select II - Dedicated Service

Prime Business Select II Dedicated Service is an outbound service, available to business customers who meet the company's credit approval guidelines. Calls are originated from presubscribed locations or by dialing the Company's designated "10XXX" access code.

This service permits large account business customers to make direct dial 1+ calls from locations within the state. In addition, customers may also subscribe to inbound toll free (800/888) service, per the rates specified in Section 9.12.1(A). All conditions that apply to the Prime Business Select II Term Commitment option as specified on page in Section 9.9.2 of this tariff, also apply to Prime Business Select II Dedicated Service. Customers must commit to a \$2,500 monthly minimum under this plan.

Calls are billed in six (6) second increments after an initial calling period, of eighteen (18) seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.11 Prime Business Select II - Dedicated Service (Continued)

9.11.1 Access Methods and Usage Rates

A. Direct Dial and Toll Free (800/888) Rates

Monthly Revenue Commitment	PER MINUTE RATES		
	12 Month Term	24 Month Term	36 Month Term
\$2,500 +	\$0.0650	\$0.0600	\$0.0550
Switched Access Overflow Rate-Utilized when dedicated traffic overflows to the switched network			
All Levels	\$0.1100	\$0.1050	\$0.0950

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.11 Prime Business Select II - Dedicated Service (Continued)

9.11.1 Access Methods and Usage Rates: (Continued)

B. Travel Card Access

Calls are billed in six (6) second increments after an initial period, of thirty (30) seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

	12 Month Term	24 Month Term	36 Month Term
Per Minute Rate	\$0.20	\$0.20	\$0.20
Per Call Surcharge	\$0.25	\$0.25	\$0.25

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONTD.)

9.12 Prime Business Select Association Program

Prime Business Select Association Program is available to certified non-profit Associations, Chambers of Commerce, and other non-profit business trade groups. Members of such organizations who enroll in the Prime Business Select Association Program are eligible to receive program-specific discounted rates for direct dial, calling card & inbound toll free (800/888) long distance services. All Prime Business Select Association Program calls will be billed in six (6) second increments after an initial period of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

9.12.1 Access Method and Usage Rates:

- A. Direct Dial Access:  
Prime Business Select Association Program customers will be charged \$0.1100 per minute for all direct dial intrastate calls.
- B. Travel Card Access  
Prime Business Select Association customers will be charged \$0.20 per minute for all intrastate travel card calls.
  - 1. Travel Card Access Surcharges  
All Prime Business Select Association travel card calls will be charged a \$0.20 per call surcharge.
- C. Toll Free (800/888) Access  
Prime Business Select Association customers subscribing to toll free services will be charged \$0.1100 per minute for all terminating calls. The Prime Business Select Association customer will be charged for the calls rather than the call originator.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.13 Prime Business VI

Prime Business VI is available to business Customers, on a limited and promotional basis, who meet the Company's credit approval guidelines. Customers may select a Month to Month or a Term Commitment Option. Customers electing a Term Commitment Option must sign a contract with the Company. Customers will either be billed directly by the Company or by their local exchange telephone Company. Prime Business VI rates apply to direct dial, toll free (800/888) and calling card calls. A monthly recurring charge may also apply.

Account Codes are available under Prime Business VI. Account Codes assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.13 Prime Business VI (Continued)

9.13.1 Month to Month Option (Continued)

Calls will be billed at the rates indicated below with a volume discount applied in accordance with the Customer's Monthly Revenue Level. The Customer's Monthly Revenue Level consists of all intrastate, interstate and international outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. The Customer will receive the applicable discount percentage which corresponds with Customer's Monthly Revenue Level as determined by the Discount Schedule shown below. The discount percentage will be applied to intrastate and interstate outbound and inbound usage only. The Discount Percentage will not be applied to calling card usage, directory assistance charges, or other fees. Calls are billed in initial six (6) second and additional six (6) second increments, with any fractional portion of a call thereafter, rounded up to the next highest billing increment

Customers subscribing to the Prime Business VI Month to Month Option are eligible for the Company's 100% Satisfaction Guarantee, which is as follows:

If Company fails to correct Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance carrier; and (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back. The Guarantee is valid for a period of 90 days from the start of Customer's service.

Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.13 Prime Business VI (Continued)

9.13.1 Month to Month Option (Continued)

A. Rates

Direct Dial and Toll Free Rate:	\$0.165 per minute
Calling Card Rate:	\$0.25 per minute
Calling Card Surcharge:	\$0.50 per call

B. Discount Schedule

Monthly Revenue Level	% Discount
\$0.00 - \$99.99	0%
\$100.00 - \$199.99	3.64%
\$200.00 - \$499.99	6.67%
\$500.00 - \$749.99	9.70%
\$750.00 - \$999.99	12.73%
\$1,000.00 - \$4,999.99	15.76%
\$5,000 +	21.82%

C. Monthly Recurring Fees

Toll Free Numbers (800/888):	\$3.00 per month per line
Account Codes: (Non-validated)	\$5.00
Account Codes: (Validated)	\$10.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.13 Prime Business VI (Continued)

9.13.2 Term Commitment Option

Users subscribing to this option will select a Term Commitment Period and a Monthly Revenue Commitment. Calls will be billed at the rates indicated in Section 9.14.2(A) of this tariff, which corresponds with the Term Commitment Period and Monthly Revenue Commitment selected by the Customer. The Company will calculate the Customer's Monthly Revenue level to determine if Customer's Monthly Revenue Commitment has been fulfilled. The customer's Monthly Revenue Level consists of all intrastate, interstate and international, outbound, inbound, calling card usage and surcharges, excluding monthly recurring fees and directory assistance charges. Calls are billed in initial six (6) second and additional six (6) second increments. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

Customers subscribing to the Prime Business VI Term Commitment Option are eligible for the Company's 100% Satisfaction Guarantee which is as follows:

If the Company fails to correct the Customer's valid complaint regarding network quality or service support or if Company fails to deliver the stated rate plan within 15 days of Company receiving written notification regarding the problem, the Company will (1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of Company switching its long distance service to the Company from the Customer's previous long distance Carrier; (2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier; (3) refund to the Customer the amount of their first Prime Business VI invoice; and (4) cancel Customer's term agreement without liability for the Termination Penalty.

Customer shall not be entitled to the items described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities or causes within Company's reasonable control. This Guarantee is valid for 90 days from the start of Customer's service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.13 Prime Business VI (Continued)

9.13.2 Term Commitment Option

A. Rates

Monthly Revenue Commitment	No Term	12 Months	18 Months	24 Months	36 Months
	\$0.1600	N/A	N/A	N/A	N/A
\$100	\$0.1550	\$0.1375	\$0.1325	\$0.1275	\$0.1200
\$250	\$0.1500	\$0.1325	\$0.1275	\$0.1225	\$0.1150
\$500	\$0.1450	\$0.1275	\$0.1225	\$0.1175	\$0.1100
\$750	\$0.1400	\$0.1225	\$0.1175	\$0.1125	\$0.1050
\$1,000	\$0.1350	\$0.1175	\$0.1125	\$0.1075	\$0.1025
\$2,500	\$0.1300	\$0.1125	\$0.1075	\$0.1025	\$0.0975
\$5,000	\$0.1250	\$0.1075	\$0.1025	\$0.0975	\$0.0925
\$10,000	\$0.1200	\$0.1025	\$0.0975	\$0.0950	\$0.0900
\$25,000	\$0.1150	\$0.0975	\$0.0950	\$0.0925	\$0.0875
\$50,000	\$0.1100	\$0.0950	\$0.0925	\$0.0900	\$0.0850

B. Travel Card Rates

Customers committing to a twelve (12), eighteen (18), twenty-four (24), or thirty-six (36) month term commitment will be charged the following rates for Travel Card Services:

Per Minute Rate:	\$0.20
Per Call Surcharge:	\$0.25

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.13 Prime Business VI (Continued)

9.13.2 Term Commitment Option (Continued)

C. Deficiency Charge

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, for that invoice period Customer will pay a Deficiency Charge which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due for service provided to the Customer. Deficiency Charges will not be assessed prior to the third invoice period.

D. Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

E. Monthly Recurring Fees

Toll Free Numbers (800/888):	\$3.00 per month per line
Account Codes: (Non-validated)	\$5.00
Account Codes: (Validated)	\$10.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.13 Prime Business VI (Continued)

Prime Business VI Dedicated Service is an outbound service, available to business customers, on a limited and promotional basis, who meet the company's credit approval guidelines. Calls are originated from presubscribed locations or by dialing the Company's designated "10XXX" access code.

This service permits large account business customers to make direct dial 1+ calls from locations within the state. In addition, customers may also subscribe to inbound toll free (800/888) services, per the rates specified below. All conditions that apply to the Prime Business Select II Term Commitment as specified in Section 9.9.2 of this tariff, also apply to Prime Business VI Dedicated Service. Customers must commit to a \$2,500 monthly minimum under this plan.

All direct dial 1+ and toll free (800/888) calls are billed in initial six (6) second and additional six (6) seconds increments. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

9.13.1 Access Methods and Usage Rates

A. Direct Dial and Toll Free (800/888)

Monthly Revenue Commitment	PER MINUTE RATES		
	12 Month Term	24 Month Term	36 Month Term
\$2,500 +	\$0.0650	\$0.0600	\$0.0550

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.13 Prime Business VI (Continued)

9.13.1 Access Methods and Usage Rates (Continued)

B. Travel Card Access

Calls are billed in initial six (6) second and additional six (6) second increments. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

	12 Month Term	24 Month Term	36 Month Term
Per Minute Rate	\$0.20	\$0.20	\$0.20
Per Call Surcharge	\$0.25	\$0.25	\$0.25

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.14 FBBA Business Calling Program

FBBA Business Calling Program is a flat rate outbound and inbound calling plan. This service permits business customers to make direct dial 1+ calls and receive inbound toll free (800/888) calls from within the state. In addition, customers can also place calling card calls. All calls will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

9.14.1 Access Methods and Usage Charges

- A. Direct Dial Access: FBBA Business Calling Plan customers will be charged \$.8500 per minute for all intrastate calls.
- B. Travel Card Access  
FBBA customers will be charged the following per minute rates based on a customer selected term commitment:
  - 1. Month to Month Option Customers will be charge \$0.25 per minute for all intrastate calling card calls. A \$0.850 per call surcharge will apply.
  - 2. Term Commitment Option Customers selecting a term commitment option of twelve (12), eighteen (18), sixteen (16) or twenty-four (24) months will be charged \$0.20 per minute for all intrastate calling card calls. A \$0.25 per call surcharge will apply.
- C. Toll Free (800/888)  
  
FBBA Business Calling Plan customers subscribing to toll free service will be charged \$.0850 per minute for all terminating calls. The FBBA customer will be charged for the call rather than the call originator.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.15 Protech Access One Service

Protech Access One Service is an outbound and inbound service for business customers only. Customers must meet the Company's credit approval guidelines to be eligible for service. Protech Access One Service rates apply to direct dial, calling card and inbound toll-free (800/888) service. All inbound calls are made through a designated toll free number and the Protech Access One Service customer is billed rather than the call originator. All Protech Access One Service calls will be billed in six (6) second increments after an initial period of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

9.15.1 Access Method and Usage Rates:

A. Direct Dial Access

Protech Access One Service customers will be charged \$0.1290 per minute for all direct dial intrastate calls.

B. Travel Card Access

Protech Access One Service customers will be charged the following per minute rates based on a customer selected term commitment:

1. Month-to-Month Option Customers will be charge \$0.25 per minute for all intrastate travel card calls. A \$0.50 per call surcharge will apply.
2. Term Commitment Option Customers selecting a term commitment option of twelve (12), eighteen (18), sixteen (16) or twenty-four (24) months will be charged \$0.20 per minute for all intrastate travel card calls. A \$0.25 per call surcharge will apply.

C. Inbound Toll-Free (800/888) Access:

Protech Access One Service customers utilizing toll free services will be charged \$0.1290 per minute for all terminating calls. The Protech Access One Service customer will be charged for the calls rather than the call originator.



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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.16 Winners Unlimited Service

Winners Unlimited is an inbound service available to residential and business customers, who meet the Company's credit approval guidelines, presubscribed to the Company's service by completing a Letter of Agency ("LOA") provided by a specific authorized sales agent of the Company. All inbound toll free calls will be billed in six (6) second increments after an initial period, for billing purposes of thirty (30) seconds. The Winners Unlimited customer will be charged for the calls rather than the call originator. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

9.16.1 Access Method and Usage Charges

- A. Toll Free (800/888) Access: Winners Unlimited customers subscribing to toll free services will be charged \$0.18 per minute for all terminating calls.
  - 1. Toll Free Access Service Fees: A \$3.00 monthly fee applies for each toll free number.
- B. Toll Free Access With Personal Identification Number (PIN): Winners Unlimited customers subscribing to toll free services with a PIN will be charged \$0.21 per minute for all terminating calls. Calls will be billed in six (6) second increments after an initial period of thirty (30) seconds.
- C. Directory Assistance  
For all calls placed using Directory Assistance the following per call charges will apply:
  - Business: \$0.750
  - Residential: \$0.670

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONTD.)

9.17 Prime Business Select- Special Contract M Program

Program is available to business customers that enroll in Prime Business Select II service as outlined in this tariff and commit to a 36 month term commitment with a \$10,000 monthly minimum usage commitment. Calls will be billed in six (6) second increments after an initial calling period for billing purposes, of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment. Customers will be charged the rates specified below for direct dial and toll free service. Early termination penalties will apply as specified in Section 9.9.2 C of this tariff.

9.17 Access Methods and Usage Rates

A. Direct Dial and Toll Free Access

Per Minute Rate: \$0.09

B. Travel Card Access

Per Minute Rate:	\$0.20
Per Call Surcharge:	\$0.25

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.18 Prime Business Dedicated - Special Contract Program

Program is available to business customers that enroll in Prime Business Dedicated service as outlined in this tariff and commit to a 36 month term commitment with a \$75,000 monthly minimum usage commitment. Calls will be billed in six (6) second increments after an initial calling period for billing purposes, of six(6) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment. Customers will be charged the rates specified below for direct dial and toll free service. Early termination penalties will apply as specified in Section 9.9.2 C. of this tariff.

9.18.1 Access Methods and Usage Rates

A. Direct Dial and Toll Free Access:

Per Minute Rate: \$0.0500

B. Travel Card Access:

Per Minute Rate: \$0.18

Per Call Surcharge: \$0.10

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.19 American Society of Travel Agents (ASTA) Affinity Association Program

ASTA Affinity Association Program offers members of the ASTA association combined outbound 1+ and inbound toll free services. No minimum or monthly term commitments are required for this service. All direct dial, travel card, and toll free calls will be billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment. Customers who wish to enroll in this service must present at the time of enrollment documentation to the Company showing that they are a member in good standing with the ASTA association. Customers subscribing to this program will be eligible to request a travel card at no extra cost to the customer, and will be charged the rates specified below for the calling card service.

9.19.1 Access Methods and Usage Rates

A. Direct Dial and Toll Free Access:Switched

Per Minute Rates: \$0.11

Direct Dial and Toll Free Access:Dedicated  
(2,500 Commitment)

Per Minute Rates: \$0.0650

B. Travel Card Access:

Per Minute Rate: \$0.20

Per Call Surcharge: \$0.25

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.20 Prime Business 9.9 Service

Prime Business 9.9 Service is a flat rate outbound and inbound calling plan available to large business customers. This service permits business customers to make direct dial 1+ calls and receive inbound toll free (800/888) calls. In addition, customers can also place calling card calls. All calls are billed in six (6) second increments after an initial calling period for billing purposes of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

9.21.1 Access Methods and Usage Rates

A. Direct Dial and Toll Free Access:

Per Minute Rate: \$0.099

B. Travel Card Access:

Per Minute Rate: \$0.20

Per Call Surcharge: \$0.25

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.21 Toll Free PIN Service

Toll-Free PIN Service is an inbound calling service utilizing switched access facilities. This service permits the Customer to receive incoming calls from all location within the State. With Toll-Free PIN Service, the Customer is *charges for the call, not the calling party*. The Customer will be issued a four (4) digit PIN number which must be utilized in combination with a designated toll free number in order to use this service. Individuals dialing the designated toll-free number must dial the PIN number for termination of the call to the Customer. The toll-free number is the property of the Company and the Customer cannot transport the toll-free number to another responsible organization. Calls are billed in six (6) second increments with a minimum initial calling period of thirty (30) seconds.

9.22.1 Per Minute Rates: \$0.2100

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.22 Winners Business Program

Winners Business Program is an outbound and inbound service offered to Customers that presubscribe to the Company's service through specific sales agents of the Company. All direct dial and toll free calls are billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

9.22.1 Access Methods and Usage Rates

A. Direct Dial Access:

Per Minute Rate: \$0.08

B. Travel Card Access:

Per Minute Rate: \$0.20

Per Call Surcharge: \$0.25

C. Toll Free Access:

Monthly Recurring Fee  
(per toll free number): \$3.00

Per Minute Rate: \$0.08

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.23 Prime Business Select V

Prime Business Select V service is a term plan available to all business customers, who meet the Company's credit approval guidelines, but is designed for large end users. Customers are billed based upon the actual monthly usage. Customers must sign a twelve (12), twenty-four (24), or thirty-six (36) month term plan. Usage commitments will be set at the time of initiating service. The contract the customer signs states the penalty for discontinuation of service. The Customer will be billed the minimum monthly commitment level if the actual monthly usage is below the commitment level. Customers will either be billed directly by the Company or by their local exchange telephone company. Prime Business Select V rates apply to direct dial, toll free, and calling card calls. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Per minute, per call and monthly recurring charges may apply.

9.23.1 Access Methods and Usage Rates

A. Direct Dial & Toll Free

MONTHLY TERM COMMITMENT	TERM PLAN (months)		
	12	24	36
\$2,500	\$0.0900	\$0.0900	\$0.0900
\$5,000	\$0.0900	\$0.0900	\$0.0900
\$10,000	\$0.0900	\$0.0900	\$0.0900
\$25,000	\$0.0900	\$0.0900	\$0.0900
\$50,000	\$0.0900	\$0.0900	\$0.0900

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.23 Prime Business Select V (Continued)

9.23.1 Access Methods and Usage Rates (Continued)

B. Calling Card

Per Minute Rate:	\$0.20
Per Call Surcharge:	\$0.20

C. Directory Assistance

Per Call:	\$0.65
-----------	--------

9.23.2 Monthly Recurring Fees

Toll Free Number (per number)	\$ 3.00
Diskette Billing (monthly diskette)	\$10.00
Magnetic Tape Billing (monthly tape)	\$10.00
Optional Management Invoice Reports	\$ 2.000

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.24 UNUM Agent Program

The UNUM Agent program is available to business customers through an authorized agent of the Company. Calls are originated from presubscribed locations. This service permits the Customer to make direct dial 1+ outbound, toll free inbound and calling card calls from locations within the state. Calls are billed in six (6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds. Any fractional portion of a call thereafter will be rounded up to the next highest billing increment. Per minute and per call charges apply.

9.24.1 Access Methods and Usage Rates

A. Direct Dial and Toll Free

Per Minute Rate	\$0.10
-----------------	--------

B. Travel Card

Per Minute Rate:	\$0.20
Per Call Surcharge:	\$0.25

9.24.2 Monthly Recurring Fees

A. Monthly Account Fee:	\$3.00
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B. Monthly Toll Free Number (per number)	\$3.00
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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.25 Prime Business Select II- Special Pricing

Prime Business Select II-Special Pricing is a combined direct dial 1+ outbound and toll free inbound switched access service. Customers commit to a thirty-six (36) month term with minimum monthly usage commitments as indicated in Section 9.25.1 below. Calls are billed in six (6) second increments after an initial calling period, for billing purposes, of six (6) seconds. Any fractional portion of a call thereafter, will be rounded up to the next highest billing increment.

9.25.1 Access Methods and Usage Rates

A. Direct Dial and Toll Free

Monthly Usage	Rates
\$0 - 74,999	\$0.1000
\$75,000 - 99,999	\$0.0800
\$100,000 - 149,999	\$0.0750
\$150,000 +	\$0.0725

9.25.2 Directory Assistance

A. Per Call Charge:	\$0.75
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SECTION 9 - COMMERCIAL SERVICES RATES, (CONTD.)

9.26 Prime Business Industry Program - Auto Dealer Program

Prime Business Industry Program is an affinity associated program for various business and social groups that either commit to or recommend Carrier's service to the association membership. The association membership will receive special term and rate conditions when they subscribe to Carrier's service. Auto Dealers Program is a Prime Business Industry Program designed for Factory Authorized Auto Dealers. Customers must commitment to a one year term and a monthly revenue usage of \$250.00. Calls are billed in six (6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds. Per minute and per call charges apply based upon the call type.

9.26.1 Access Methods and Usage Rates

A. Direct Dial

Per Minute Rate: \$0.1000

B. Travel Card

Per Minute Rate \$0.20

Per Call Surcharge: \$0.25

9.26.2 Directory Assistance

A. Per Call Charge: \$0.75

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.27 COMTEL Prime Business

COMTEL Prime Business service is an inbound and outbound service offered to business Customers of through a master agent of the Company. Customers must sign twelve (12) month term plan with a monthly revenue commitment of \$250.00 or \$300.00. The Customer will be billed the minimum commitment if the actual monthly usage is below the commitment level. Calls are billed in six(6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds.

9.27.1 Access Methods and Usage Rates

A. Direct Dial and Toll Free

Monthly Usage	Per Minute Rate
\$250.00	\$0.0925
\$300.00	\$0.0975

9.27.2 Directory Assistance

A. Per Call Charge: \$0.75

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.28 Global Systems Prime Business

Global Systems Prime Business service is an outbound and inbound service offered to business Customers of through a master agent of the Company. Calls are billed in six(6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds.

9.28.1 Access Methods and Usage Rates

A. Direct Dial and Toll Free

Per Minute Rate: \$0.0975

9.28.2 Directory Assistance

A. Per Call Charge: \$0.75

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.29 Prime Business Communications Service

Prime Business Communications Service is a customized telecommunications service offering combining inbound, outbound and calling card services offered to business Customers. Customers are billed at per minute rates based on a Minimum Monthly Usage Commitment Option for switched or dedicated access services for origination and termination of calls. Customers subscribing to this service must commit to a term of 12 months. A service term begins on the first day of the month following service enrollment. When the Customer's 12-month service term expires, the Customer's service will automatically renew for another 12-month period, unless the Company receives in writing a notice of non-renewal during the period between 60 and 30 days prior to the end of the Customer's 12-month term period. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's Minimum Monthly Usage Commitment Option, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period. Monthly Usage includes combined interstate, intrastate, international and calling card usage in a given billing period. Directory Assistance charges, monthly recurring charges, service charges, and taxes are not included in the determination of the Customer's Monthly Usage.

For dedicated access, dedicated facilities between the Customer's premises and the Company's terminal location(s) are required. The Company will arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.29 Prime Business Communications Service (Continued)

9.29.1 Per Minute Usage Rates: (Switched& Dedicated Access Service)

A. Switched Access Service

Minimum Monthly Usage Commitment Options (Switched Access)	Switched Access Per Minute Rate
OPTION 1 - \$25	\$0.1050
OPTION 2 - \$50	\$0.1000
OPTION 3 - \$75	\$0.0975
OPTION 4 - \$100	\$0.0950
OPTION 5 - \$125	\$0.0925
OPTION 6 - \$150	\$0.0900
OPTION 7,8,9,10,11 - \$175	\$0.0900

B. Dedicated Access Service

Minimum Monthly Usage Commitment Options (Dedicated Access)	Dedicated Access Per Minute Rate
OPTION 1 - \$1,500	\$0.0650
OPTION 2 - \$2,000	\$0.0650
OPTION 3 - \$2,500	\$0.0650
OPTION 4 - \$4,000	\$0.0600
OPTION 5 - \$5,000	\$0.0600
OPTION 6 - \$10,000	\$0.0550
OPTION 7 - \$15,000	\$0.0550

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.29 Prime Business Communications Service (Continued)

9.29.2 Travel Card Usage Rates:

Minimum Monthly Usage Commitment	Per Minute Rate	Per Call Surcharge
OPTION 1	\$0.2000	\$0.2500
OPTION 2	\$0.2000	\$0.2500
OPTION 3	\$0.2000	\$0.2500
OPTION 4	\$0.2000	\$0.1500
OPTION 5	\$0.2000	\$0.1500
OPTION 6	\$0.1800	\$0.1500
OPTION 7,8,9,10,11	\$0.1800	\$0.1500

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.29 Prime Business Communications Service (Continued)

9.29.3 Monthly Recurring Service Charges:

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.6500 per call
Diskette Billing	\$10.00 per diskette, per month
Magnetic Tape Billing	\$10.00 per tape, per month
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month
Customer Accounting Code Package	\$45.00 per package, per month

9.29.4 Billing Increments:

Each call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.29.5 Service Hours:

Rates apply 24 hours a day, seven days a week.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONTD.)

9.30 Prime Business Select Plan II-A Service

The Prime Business Select Plan II-A is available to business Customers who meet the Company's credit approval guidelines. Customers may select a Month-to-Month or Term Commitment Option. Customers selecting the Term Commitment Option must sign an agreement with the Company. Customers will either be billed directly by the Company or by their local exchange telephone company. Prime Business Select Plan II-A rates apply to direct dialed, toll free (800/888) and calling card calls. A monthly recurring charge may also apply.

Account Codes are available under the Prime Business Select Plan II-A. Account Codes assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered in the Company's switch database or non-validated codes which are a certain quantity of digits.

9.30.1 Month-to-Month Service Option Plan

Calls will be rated at the rates indicated below with a volume discount applied in accordance with the Customer's monthly revenue level. The Customer's monthly revenue level consists of all intrastate, interstate and international outbound, inbound and calling card usage including surcharges. The monthly revenue level does not include any monthly recurring fees or directory assistance charges. The Customer will receive the applicable discount percentage which corresponds with the Customer's monthly revenue level as determined by the discount schedule shown below. The discount percentage will be applied to intrastate and interstate outbound and inbound usage only. The discount will not be applied to international usage, calling card usage and surcharges or other fees.

Calls for outbound, inbound and calling card service will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

A. Direct Dialed and Toll Free Per Minute Rates

Base Rate	\$0.1600
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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.30 Prime Business Select Plan II-A Service (Continued)

9.30.1 Month-to-Month Service Option Plan (Continued)

B. Discount Schedule

Monthly Revenue Level	Per Minute Rate
\$0.00 - \$99.99	\$0.1600
\$100.00 - \$249.99	\$0.1550
\$250.00 - \$499.99	\$0.1500
\$500.00 - \$749.99	\$0.1450
\$750.00 - \$999.99	\$0.1400
\$1,000.00 - \$2,499.99	\$0.1350
\$2,500.00 - \$4,999.99	\$0.1300
\$5,000.00 - \$9,999.99	\$0.1250
\$10,000.00 - \$24,999.99	\$0.1200
\$25,000.00 - \$49,999.99	\$0.1150
\$50,000.00 +	\$0.1100

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.30 Prime Business Select Plan II-A Service (Continued)

9.30.1 Month-to-Month Service Option Plan (Continued)

C. Travel Card Service

- |    |                     |        |
|----|---------------------|--------|
| 1. | Standard Issue      |        |
|    | Per Minute Rate:    | \$0.25 |
|    | Per Call Surcharge: | \$0.50 |
| 2. | Premium Issue II    |        |
|    | Per Minute Rate:    | \$0.25 |
|    | Per Call Surcharge: | \$0.00 |

D. Monthly Recurring Charges - (Optional)

The following monthly recurring charges apply for the Prime Business Select Plan II-A:

Toll Free Numbers (800/888):	\$3.00 per month per line
Account Codes: (Non-validated)	\$5.00
Account Codes: (Validated)	\$10.00

- |    |                                 |        |
|----|---------------------------------|--------|
| E. | Directory Assistance (Per Call) | \$0.75 |
|----|---------------------------------|--------|

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.30 Prime Business Select Plan II-A Service (Continued)

9.30.1 Month-to-Month Service Option Plan (Continued)

F. 100% Satisfaction Guarantee

Customers subscribing to the Prime Business Select Plan II-A Month-to-Month Option are eligible for the Company's 100% Satisfaction Guarantee. This guarantee is valid for 90 days from the date the Customer starts utilizing the Company's service.

If the Company fails to correct the Customer's valid complaint regarding network quality or service support or if the Company fails to deliver the stated rate plan within 15 days of the Company receiving written notification regarding the problem, the Company will 1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of the Company switching its long distance service to the Company from the Customer's previous long distance carrier; and 2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier. The Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities of causes within the Company's reasonable control.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.30 Prime Business Select Plan II-A Service (Continued)

9.30.2 Term Commitment Option Plan

Users subscribing to this option will select a Term Commitment Period. Calls will be rated at the rates provided below which correspond with the Term Commitment Period selected by the Customer as well as a Monthly Revenue Usage Level. The Customer's Monthly Revenue Usage Level consists of all intrastate, interstate and international outbound, inbound and calling card usage including surcharges. The Monthly Revenue Usage Level does not include any monthly recurring fees or directory assistance charges. Calls for outbound, inbound and calling card service will be billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds. Monthly Recurring Charges, as defined earlier in this section of the tariff, also apply for Term Commitment Customers.

A. Direct Dialed and Toll Free Calling

PER MINUTE RATES				
Monthly Revenue Usage Level	12 Month Term	18 Month Term	24 Month Term	36 Month Term
\$0.00 - \$99.99	\$0.1375	\$0.1325	\$0.1275	\$0.1200
\$100.00 - \$249.99	\$0.1375	\$0.1325	\$0.1275	\$0.1200
\$250.00 - \$499.99	\$0.1325	\$0.1275	\$0.1225	\$0.1150
\$500.00 - \$749.99	\$0.1275	\$0.1225	\$0.1175	\$0.1100
\$750.00 - \$999.99	\$0.1225	\$0.1175	\$0.1125	\$0.1050
\$1,000.00 - \$2,499.99	\$0.1175	\$0.1125	\$0.1075	\$0.1025
\$2,500.00 - \$4,999.99	\$0.1125	\$0.1075	\$0.1025	\$0.0975
\$5,000.00 - \$9,999.99	\$0.1075	\$0.1025	\$0.0975	\$0.0925
\$10,000.00 - \$24,999.99	\$0.1025	\$0.0975	\$0.0950	\$0.0900
\$25,000.00 - \$49,999.99	\$0.0975	\$0.0950	\$0.0925	\$0.0875
\$50,000.00 +	\$0.0950	\$0.0925	\$0.0900	\$0.0850

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONTD.)

9.30 Prime Business Select Plan II-A Service (Continued)

9.30.2 Term Commitment Option Plan (Continued)

B. Calling Card Rates

1. Term Commitment up to \$74,999  
Per Minute Rate: \$0.25  
Per Call Surcharge: \$0.10
2. Term Commitment from \$75,000 to \$100,000  
Per Minute Rate: \$0.20  
Per Call Surcharge: \$0.25
3. Term Commitment from \$100,000 to \$125,000  
Per Minute Rate: \$0.15  
Per Call Surcharge: \$0.25
4. Term Commitment over \$125,000  
Per Minute Rate: \$0.20  
Per Call Surcharge: \$0.10

C. Directory Assistance (Per Call) \$0.75

D. Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that Company terminates service based upon Customer's default, the Customer will pay a termination penalty to the company equal to \$100.00 multiplied by the number of months remaining in the Term Commitment period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.30 Prime Business Select Plan II-A Service (Continued)

9.30.2 Term Commitment Option Plan (Continued)

E. 100% Satisfaction Guarantee

Customers subscribing to the Prime Business Select Plan II-A Term Commitment Option are eligible for the Company's 100% Satisfaction Guarantee. This guarantee is valid for the length of the Term Commitment from the date the Customer starts utilizing the Company's service. If the Company fails to correct the Customer's valid complaint regarding network quality or service support or if the Company fails to deliver the stated rate plan within 15 days of the Company receiving written notification regarding the problem, the Company will 1) refund to the Customer all PIC change charges assessed by the Customer's LEC as a result of the Company switching its long distance service to the Company from the Customer's previous long distance carrier; 2) refund to the Customer all PIC change charges assessed by the Customer's LEC in order to switch the Customer's long distance service back to their previous carrier; 3) cancel Customer's term agreement without liability for the Termination Penalty; and 4) if the above conditions apply within the first ninety (90) days of service, the Company will refund to the Customer, the amount of their first Prime Business Select Plan II-A invoice.

The Customer shall not be entitled to the refunds described above if Customer has an account balance with the Company which has aged beyond net 30 days or if Customer's complaint is not attributable to facilities of causes within the Company's reasonable control.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.31 Carrier Domestic Termination by LATA

Carrier Domestic Termination by LATA Service is available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers that qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and Regional Bell Operating Company ("RBOC") where calls terminate, as well as the Customer's Monthly Minimum Usage. The Customer's Monthly Minimum Usage Commitment is based on combined intrastate, interstate and international usage.

9.31.1 Call traffic under this service option must meet the following other specifications:

- A. A minimum of 80% of the Customers total minutes of use which terminate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday. If the Customer's minutes of use terminating during this time period drops below the 80% threshold, the Company reserves the right to discontinue service to the Customer upon written notice or rerate the Customer's domestic minutes of use at an additional per minute rate of \$.0125.
- B. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- C. Calls which terminate in a non-RBOC area will be assessed an additional charge of \$.0200 per minute.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.31 Carrier Domestic Termination by LATA (Continued)

9.31.2 Monthly Minimum Usage Options

OPTIONS	MONTHLY MINIMUM USAGE COMMITMENT LEVEL
1	\$50,000.00
2	\$100,000.00
3	\$200,000.00
4	\$400,000.00
5	\$500,000.00/Over

9.31.2 Per Minute Usage Rates

OPTIONS	Commitment Level	Per Minute Rate
1	\$50,000.00	\$0.0650
2	\$100,000.00	\$0.0630
3	\$200,000.00	\$0.0615
4	\$400,000.00	\$0.0600
5	\$500,000.00/Over	\$0.0600

9.31.3 Directory Assistance

OPTIONS	DIRECTORY ASSISTANCE RATE/PER CALL
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38
5	\$0.38

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.31 Carrier Domestic Termination by LATA (Continued)

9.31.4 Time of Day Rate Periods

Peak:	Sunday - Friday, 9:01 pm - 6:59 pm, and all day Saturday.
Off-Peak:	Sunday - Friday, 7:00 pm - 9:00 pm.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.32 Prime Business Select II Dedicated Special Pricing - VIII

Prime Business Select II Dedicated Special Pricing - VIII is a dedicated outbound 1+ and inbound telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period and a minimum Monthly Usage Commitment Level that consists of the following:

9.32.1 Per Minute Rates

Monthly Term Commitment Period	Monthly Usage Commitment Level*	Per Minute Rate
12	\$50,000.00	\$0.0350

\* Monthly Usage includes combined interstate, intrastate, international and calling card usage in a given billing period. Directory Assistance charges, monthly recurring charges, service charges, and taxes are not included in the determination of the Customer's Monthly Usage.

9.32.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.32 Prime Business Select II Dedicated Special Pricing - VIII (Continued)

9.32.3 Deficiency Charge

In the event Customer's Monthly Usage Commitment Level does not meet the Monthly Usage Commitment Level selected by the Customer in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Term Commitment Level and the actual Monthly Usage Commitment Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.32.4 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.32.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within Florida in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.32 Prime Business Select II Dedicated Special Pricing - VIII (Continued)

9.32.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.32.7 Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.32.8 Directory Assistance                              \$0.75/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.33 Winback Program I

Winback Program I is a direct-dial outbound 1+, inbound and travel card telecommunications service offering available to presubscribed/switched business customers. Customers must commit to a 24 Month Term Commitment Period.

Inbound and outbound calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.33.1 Per Minute Rates

Monthly Term Commitment Period	Per Minute Rate
24	\$0.0900

9.33.2 Travel Card Usage Rates

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

9.33.3 Travel Card Billing Increments

Each travel card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.33.4 Monthly Recurring Charge \$3.00 per 800/8XX number

9.33.5 Directory Assistance Per Call Charge \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONTD.)

9.34 Winback Program II

Winback Program II is a direct-dial outbound 1+, inbound and travel card telecommunications service offering available to presubscribed/switched business customers. Customers must commit to a 36 Month Term Commitment Period.

Inbound and outbound calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.34.1 Per Minute Rates

Monthly Term Commitment Period	Per Minute Rate
36	\$0.0900

9.34.2 Travel Card Usage Rates

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

9.34.3 Travel Card Billing Increments

Each travel card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.34.4 Monthly Recurring Charge \$3.00 per 800/8XX number

9.34.5 Directory Assistance Per Call Charge \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.35 Winback Program III

Winback Program III is a direct-dial outbound 1+, inbound and travel card telecommunications service offering available to presubscribed/switched business customers. Customers must commit to a 12 Month Term Commitment Period and Monthly Minimum Usage Commitment Level of \$1,000.00.

Inbound and outbound calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.35.1 Per Minute Rates

Monthly Term Commitment Period	Per Minute Rate
12	\$0.0900

9.35.2 Travel Card Usage Rates

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

9.35.3 Travel Card Billing Increments

Each travel card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.35.4 Monthly Recurring Charge                      \$3.00 per 800/8XX number

9.35.5 Directory Assistance Per Call Charge    \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.36 Prime Business Select II Dedicated Special Pricing - X

Prime Business Select II Dedicated Special Pricing - X is a dedicated outbound 1+, inbound and travel card telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period and a minimum Monthly Usage Commitment Level that consists of the following:

9.36.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$75,000.00	\$0.0550

9.36.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

9.36.3 Deficiency Charge

In the event Customer's Monthly Usage Commitment Level does not meet the Monthly Usage Commitment Level selected by the Customer in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Term Commitment Level and the actual Monthly Usage Commitment Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.36 Prime Business Select II Dedicated Special Pricing - X (Continued)

9.36.4 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.36.5 Travel Card Per Minute Rates

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

9.36.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.36.7 Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.36.8 Directory Assistance                              \$0.65/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.37 Prime Business Select II Switched Special Pricing

Prime Business Select II Switched Special Pricing is a presubscribed/switched outbound 1+, inbound and travel card telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period in order to receive the following per minute rates:

9.37.1 Per Minute Rates (Inbound and Outbound)

Monthly Term Commitment Period	Per Minute Rate
12	\$0.0900

9.37.2 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.37.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida in addition to the per call surcharge listed below:

Per Call Surcharge	\$0.2500
Per Minute Rate	\$0.2000

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.37 Prime Business Select II Switched Special Pricing (Continued)

9.37.3 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.37.4 Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.37.5 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.38 Brand Equity Dedicated Service - I

Brand Equity Dedicated Service - I is a dedicated outbound 1+, inbound and travel calling card telecommunications service offering available only to customers subscribing to associated Brand Equity Service offerings. This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. A Brand Equity participant is defined as any business entity or individual within an industry, professional or business classification, or a commercial organization with affiliate franchisees, independent agents, independent distributors or other multiple commercial representatives who enter into an agreement with the Company for the marketing of this service. Customers must commit to a Monthly Usage Level of \$2,500.00, \$5,000.00, or \$7,500.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

9.38.1 Per Minute Rates

OPTIONS	Monthly Usage Level	Per Minute Rate
1	\$2,500.00	\$0.0550
2	\$5,000.00	\$0.0550
3	\$7,500.00	\$0.0550

9.38.2 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.38 Brand Equity Dedicated Service - I (Continued)

9.38.3 Travel Calling Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida in addition to the per call surcharge listed below:

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

9.38.4 Travel Calling Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.39 Brand Equity Dedicated Service - II

Brand Equity Dedicated Service - II is a dedicated outbound 1+, inbound and travel calling card telecommunications service offering available only to customers subscribing to associated Brand Equity Service offerings. This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. A Brand Equity participant is defined as any business entity or individual within an industry, professional or business classification, or a commercial organization with affiliate franchisees, independent agents, independent distributors or other multiple commercial representatives who enter into an agreement with the Company for the marketing of this service. Customers must commit to a Monthly Usage Level of \$10,000.00, \$15,000.00, \$25,000.00 or \$50,000.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

9.39.1 Per Minute Rates

OPTIONS	Monthly Usage Level	Per Minute Rate
1	\$10,000.00	\$0.0550
2	\$15,000.00	\$0.0550
3	\$25,000.00	\$0.0550
4	\$50,000.00	\$0.0550

9.39.2 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.39 Brand Equity Dedicated Service - II

9.39.3 Travel Calling Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida in addition to the per call surcharge listed below:

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

9.39.4 Travel Calling Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.39.5 Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.39.6 Directory Assistance                              \$0.75/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONTD.)

9.40 1Q Prime Business Dedicated Service

1Q Prime Business Dedicated Service is a dedicated telecommunications service offering inbound, outbound and travel card services to business customers only. Customers are billed at per minute rates based on a Monthly Usage Commitment Level for dedicated access services for origination and termination of long distance calls. Customers subscribing to this service must commit to a minimum term of 12 months and a Monthly Usage Commitment of \$2500, \$5000, or \$7500. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's Monthly Usage Commitment Option, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

Dedicated facilities between the Customer's premises and the Company's terminal location(s) are required. At the customer's request, the Company will install or arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. Service orders are subject to network availability.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.40 1Q Prime Business Dedicated Service (Continued)

9.40.1 Outbound and Inbound Per Minute Rates

Monthly Revenue Commitment	12 Month Term
\$2,500	\$0.0550
\$5,000	\$0.0550
\$7,500	\$0.0550

9.40.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.40.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida in addition to the per call surcharge listed below:

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.40 1Q Prime Business Dedicated Service (Continued)

9.40.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.40.5 Monthly Recurring Charge                      \$3.00/per 800 number

9.40.6 Directory Assistance                              \$0.75/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.41 1Q99 - Prime Business Select 2000

1Q99 - Prime Business Select 2000 is a telecommunications service offering inbound, outbound and travel card services exclusively to new Telco commercial Prime Business Service customers. Customers are billed at per minute rates based on a Monthly Revenue Commitment Level for switched access services for long distance origination and termination. Customers subscribing to this service must commit to a minimum term of 12 months and choose from the Monthly Revenue Commitment Levels indicated below. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's Monthly Revenue Commitment Option multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

In any given invoice period, if the Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment agreed upon during the Term Commitment Period, the Customer will pay a Deficiency Charge for that invoice equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.41.1 Inbound and Outbound Per Minute Rates:

Monthly Revenue Commitment	12 Month Term
\$0 - \$500.00	\$0.0900
\$501.00 - \$1,000.00	\$0.0900
\$1,001.00 - \$2,500.00	\$0.0900
Over \$2,5000.00	\$0.0900

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.41 1Q99 - Prime Business Select 2000 (Continued)

9.41.2 Billing Increments

Each direct-dialed call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.41.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida in addition to the per call surcharge listed below:

Per Call Surcharge	\$0.2500
Per Minute Rate	\$0.2000

9.41.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.41.5 Monthly Account Charge: \$5.00

9.41.6 Monthly Recurring Charge: \$3.00/per 800/8XX

9.41.7 Directory Assistance \$0.65/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.42 Prime Business Select Switched Service

Prime Business Select Switched Service is a presubscribed/switched outbound 1+, inbound and travel card telecommunications service offering available to business customers. Customers must commit to a 12 month Term Commitment Period and select one of following Options listed below:

9.42.1 Per Minute Rates (Outbound and Inbound)

Option	Monthly Term Commitment Period	Monthly Usage Level	Per Minute Rate
1	12	\$0 - \$499.99	\$0.0900
2	12	\$500.00 - \$999.99	\$0.0900
3	12	\$1000.00 - \$2,499.99	\$0.0900
4	12	\$2,500.00/Over	\$0.0900

9.42.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to \$100.00 multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.42 Prime Business Select Switched Service (Continued)

9.42.3 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent

9.42.4 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida in addition to the per call surcharge listed below:

Per Call Surcharge	\$0.0000
Per Minute Rate	\$0.2000

9.42.5 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.42.6 Monthly Account Charge                      \$5.00/per month

9.42.7 Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.42.8 Directory Assistance                      \$0.7500/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.43 ASTA Select Dedicated Program

ASTA Select Dedicated Program is a dedicated outbound 1+, inbound and travel card telecommunications service offering available only to members of the ASTA Association. Customers must commit to a 12 month Term Commitment and a minimum Monthly Usage Commitment Level of \$2,500. The Customer's minimum Monthly Usage Commitment is based on combined intrastate, interstate and international usage, excluding surcharges, monthly recurring charges and directory assistance charges.

9.43.1 Per Minute Rate

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$2,500	\$0.0550
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950		

9.43.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.43 ASTA Select Dedicated Program (Continued)

9.43.3 Deficiency Charge

In the event Customer's actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.43.4 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.43.5 Travel Card Service

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State of Florida.

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.43 ASTA Select Dedicated Program (Continued)

9.43.5 Travel Card Service

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State of Florida.

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

9.43.6 Travel Card Billing Increments

Each travel card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.43.7 Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.43.8 Directory Assistance                              \$0.75/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.44 Hearth Products Association Switched Program

Hearth Products Association Switched Program is a presubscribed/switched outbound 1+, inbound and travel card telecommunications service offering available only to members of the Hearth Products Association. This service allows the Customer to place long distance calls between points within the State of Florida. The Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international usage, excluding surcharges, monthly recurring charges and directory assistance charges.

9.44.1 Per Minute Rates

Monthly Usage Commitment Level	Per Minute Rate
\$0 - \$499.99	\$0.0900
\$500.00 - \$999.99	\$0.0900
\$1,000.00 - \$2,499.99	\$0.0900
\$2,500.00/Over	\$0.0900

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.44   Hearth Products Association Switched Program

9.44.2   Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.44.3   Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida in addition to the per call surcharge listed below:

Per Call Surcharge	\$0.2500
Per Minute Rate	\$0.2000

9.44.4   Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.44.5   Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.44.6   Monthly Account Charge                      \$5.00

9.44.7   Directory Assistance                      \$0.75/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.45 Hearth Products Association Dedicated Program

Hearth Products Association Dedicated Program is a dedicated outbound 1+, inbound and travel card telecommunications service offering available only to members of the Hearth Products Association. This service allows the Customer to place long distance calls between points within the State of Florida. Customers must commit to a 12 Month Term Commitment Period and a minimum Monthly Usage Commitment Level. The Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international usage, excluding surcharges, monthly recurring charges and directory assistance charges.

9.45.1 Per Minute Rates

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$2,500.00	\$0.0550

9.45.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.45   Hearth Products Association Dedicated Program (Continued)

9.45.3   Deficiency Charge

In the event Customer's actual Monthly Usage does not meet the minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.45.4   Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.45.6   Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida in addition to the per call surcharge listed below:

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.45   Hearth Products Association Dedicated Program (Continued)

9.45.6   Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.45.7   Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.45.8   Directory Assistance                            \$0.75/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.46 Prime Business Select II Switched Special Pricing - XI

Prime Business Select II Switched Special Pricing - XI is a presubscribed/switched outbound 1+, inbound and travel card telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period and a minimum Monthly Usage Commitment Level that consists of the following:

9.46.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$50,000.00	\$0.0900

9.46.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

9.46.3 Deficiency Charge

In the event Customer's Actual Monthly Usage Commitment Level does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.46 Prime Business Select II Switched Special Pricing - XI (Continued)

9.46.4 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.46.5 Travel Card Per Minute Rates

Customers subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State of Florida.

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

9.46.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.46.7 Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.46.8 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.47 Prime Business Select II Dedicated Special Pricing - XXXIII

Prime Business Select II Dedicated Special Pricing - XXXIII is a dedicated outbound 1+, inbound and travel card telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period and a minimum Monthly Usage Commitment Level that consists of the following:

9.47.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$50,000	\$0.0550
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0900		

9.47.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.47 Prime Business Select II Dedicated Special Pricing - XXXIII (Continued)

9.47.3 Deficiency Charge

In the event Customer's Actual Monthly Usage Commitment Level does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.47.4 Billing Increments

Each direct-dialed and inbound 800 number call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.47.5 Travel Card Per Minute Rates

Customers subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State of Florida.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.47 Prime Business Select II Dedicated Special Pricing - XXXIII (Continued)

9.47.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.47.7 Monthly Recurring Charge                      \$3.00/per 800/8XX number

9.47.8 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.48 Prime Business Communications Switched Special Pricing I

Prime Business Communications Switched Special Pricing I is an outbound 1+, inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring presubscribed/switched access arrangements. Customers must commit to a 12 month Term Commitment and a Minimum Monthly Usage Level. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

9.48.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$2,500	\$0.0900

9.48.2 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent

9.48.3 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.48 Prime Business Communications Switched Special Pricing I (Continued)

9.48.4 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.48.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Call Surcharge	\$0.1500
Per Minute Rate	\$0.1800

9.48.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.48.7 Monthly Recurring Charge                      \$3.00 per 800/8XX number

9.48.8 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.49 Prime Business Communications Switched Special Pricing II

Prime Business Communications Switched Special Pricing II is an outbound 1+ , inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring presubscribed/switched access arrangements. Customers must commit to a 12 month Term Commitment and a Minimum Monthly Usage Level. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

9.49.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$5,000	\$0.0900

9.49.2 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.49.3 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.49 Prime Business Communications Switched Special Pricing II (Continued)

9.49.4 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.49.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Call Surcharge	\$0.1500
Per Minute Rate	\$0.1800

9.49.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.49.7 Monthly Recurring Charge                      \$3.00 per 800/8XX number

9.49.8 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.49 Prime Business Communications Switched Special Pricing III

Prime Business Communications Switched Special Pricing III is an outbound 1+ , inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring presubscribed/switched access arrangements. Customers must commit to a 12 month Term Commitment and a Minimum Monthly Usage Level. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

9.49.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$7,500	\$0.0900

9.49.2 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.49.3 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.49 Prime Business Communications Switched Special Pricing III (Continued)

9.49.4 Deficiency Charge

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In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.49.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Call Surcharge	\$0.1500
Per Minute Rate	\$0.1800

9.49.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.49.7 Monthly Recurring Charge                      \$3.00 per 800/8XX number

9.49.8 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.50 Prime Business Communications Dedicated Special Pricing II

Prime Business Communications Dedicated Special Pricing II is an outbound 1+, inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring dedicated access arrangements. Customers must commit to a 12 Month Term Commitment Period and a Minimum Monthly Usage Level of \$10,000.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

9.50.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$10,000	\$0.0500
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.		

9.50.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.50 Prime Business Communications Dedicated Special Pricing II (Continued)

9.50.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.50.4 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.50.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Call Surcharge	\$0.1500
Per Minute Rate	\$0.1800

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.50 Prime Business Communications Dedicated Special Pricing II (Continued)

9.50.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.50.7 Monthly Recurring Charge                      \$3.00 per 800/8XX number

9.50.8 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.51 Prime Business Communications Dedicated Special Pricing I

Prime Business Communications Dedicated Special Pricing I is an outbound 1+, inbound 800/8XX and calling card telecommunications service offering available only to business customers requiring dedicated access arrangements. Customers must commit to a 12 Month Term Commitment Period and a Minimum Monthly Usage Level of \$7,500.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

9.51.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$7,500.00	\$0.0500
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.		

9.51.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.



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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.51 Prime Business Communications Dedicated Special Pricing I (Continued)

9.51.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.51.4 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.51.5 Travel Card Per Minute Rates

Customer subscribing to this program will be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State.

Per Call Surcharge	\$0.1500
Per Minute Rate	\$0.1800

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.51 Prime Business Communications Dedicated Special Pricing I (Continued)

9.51.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.51.7 Monthly Recurring Charge                      \$3.00 per 800/8XX number

9.51.8 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.52 Prime Business Select II Dedicated Special Pricing XXXVII

Prime Business Select II Dedicated Special Pricing XXXVII is a dedicated outbound 1+ and inbound 800/8XX telecommunications service offering available only to business customers. Customers must commit to a 12 Month Term Commitment Period and a Minimum Monthly Usage Level of \$50,000.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

9.52.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Monthly Usage Commitment Level	Per Minute Rate
12	\$50,000.00	\$0.0500
Switched Access Overflow Rate - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.		

9.52.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.52 Prime Business Select II Dedicated Special Pricing XXXVII (Continued)

9.52.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

9.52.4 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent

9.52.5 Monthly Recurring Charge                      \$3.00 per 800/8XX number

9.52.6 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.53 Prime Business Select II Switched Special Pricing XII

Prime Business Select II Switched Special Pricing XII is an outbound 1+, inbound 800/8XX and travel card telecommunications service offering available only to business customers requiring presubscribed/switched access arrangements. Customers must commit to a 12 Month Term Commitment Period and a Minimum Monthly Usage Level of \$100.00. The Customer's Monthly Usage Level is based on combined intrastate, interstate and international usage.

9.53.1 Per Minute Rates (Outbound and Inbound)

Monthly Term Commitment Period	Minimum Monthly Usage Level	Per Minute Rate
12	\$100.00	\$0.0900

9.53.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.53 Prime Business Select II Switched Special Pricing XII (Continued)

9.53.3 Deficiency Charge

In the event Customer's Actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period

9.53.4 Billing Increments

Each direct-dialed call and inbound 800/8XX call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.53.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Call Surcharge	\$0.1000
Per Minute Rate	\$0.1800

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.53 Prime Business Select II Switched Special Pricing XII (Continued)

9.53.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

9.53.7 Monthly Recurring Charge                      \$3.00 per 800/8XX number

9.53.8 Directory Assistance                              \$1.40/per call charge

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.54 eMeritus Essential Solution

eMeritus Essential Solution offers direct dial, toll free and calling card services designated for Customers who select eMeritus' services directly from their local telephone company or due to local telephone company allocation. Inbound and outbound services have a flat per minute structure for all time-of-day rate periods. The rates and charges set forth below are applicable to intrastate calls placed within Florida.

9.54.1 Per Minute Rates

Customers utilizing eMeritus Essential Solution for direct dial outbound and inbound calls will be billed at the following intrastate per minute usage rates:

Day/Night/Evening/Weekend	\$ .0700
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An eighteen (18) second minimum will apply to each completed call, and thereafter, Customers will be billed in six (6) second increments, rounded up to the next whole six second increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent. A \$.01 minimum charge applies to each completed call.

9.54.2 Monthly Fee

The following monthly recurring charge applies whether or not the Customer makes any calls:

Monthly Fee	\$4.95
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9.54.3 Directory Assistance Rates

Customers may access domestic directory assistance at the following rates:

Directory Assistance	\$1.40 per call
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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.54 eMeritus Essential Solution (Continued)

9.54.4 Travel Card Per Minute Rates

Customers subscribing to this program may be provided with a travel card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply for Travel Card calls originating and terminating within the State of Florida.

Per Call Surcharge	\$0.0000
Per Minute Rate	\$0.2000

An eighteen (18) second minimum will apply to each completed call, and thereafter, Customers will be billed in six (6) second increments, rounded up to the next whole six second increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.54.5 Miscellaneous Fees

Customers may also be billed the following fees for optional services associated with eMeritus Essential Solution:

Toll Free Number	\$3.00 per month/per number
Verified Account Codes	\$10.00 per month
Non-verified Account Codes	\$5.00 per month
Diskette Billing	\$10.00 per month
Magnetic Tape Billing	\$10.00 per month
Optional Management Invoice Reports	\$2.00 per month/per report

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.55 VSI Switched Business Services

VSI Switched Business Services offer switched outbound, inbound and travel card telecommunications service offerings to business customers in the State of Florida. Certain service options may require Customers to commit to a Term Commitment and a minimum Monthly Usage Commitment. Certain rates and charges, including intrastate and interstate toll rates, vary based on the Term Commitment and/or minimum Monthly Usage Commitment selected by the Customer. In addition to the service descriptions and rates below, all terms and conditions of service set forth in the Service Agreement or individual customer contracts apply to the services described herein.

Unless otherwise indicated, an eighteen (18) second minimum will apply to each completed call, and thereafter, Customers will be billed at six (6) second increments.

9.55.1 Monthly Recurring Charges

Customers will be billed the following fees for optional services associated with the VSI Switched Business Services:

Toll Free Number	\$3.00 per month/per number
Verified Account Codes	\$10.00 per month
Non-verified Account Codes	\$5.00 per month
Optional Management Invoice Reports	\$2.00 per month/per report

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.55 VSI Switched Business Services (Continued)

9.55.2 Monthly Usage Commitment Levels

In the event Customer's actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. The following Monthly Usage Commitment Levels apply:

Commitment Level	Monthly Usage Minimum
I	\$0.00
II	\$25.00
III	\$50.00
IV	\$75.00
V	\$100.00
VI	\$200.00
VII	\$250.00
VIII	\$500.00
IX	\$750.00
X	\$1,000.00
XI	\$1,500.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.55 VSI Switched Business Services (Continued)

9.55.3 Service Options – Rates and Charges (Continued)

A. \$0.0395 Interstate Plan (AGH)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V, VII, VIII, X	\$0.0690	\$0.0750	See Section 9.58.1

B. \$0.0499 Interstate Plan (W99)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	VIII, IX, X, XI	\$0.0750	\$0.0750	See Section 9.58.2

C. Savings Plan (W52)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	II, III, IV, V, VII, VIII, IX, X, XI	\$0.0750	\$0.0750	See Section 9.58.2

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.55 VSI Switched Business Services (Continued)

9.55.3 Service Options – Rates and Charges (Continued)

D. \$0.0625 Interstate Plan (W62)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V, VII, VIII	\$0.0750	\$0.0750	See Section 9.58.2

E. ASTA Platinum Plan (ASP)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	III	\$0.0800	\$0.0800	See Section 9.58.3
12 months	I	\$0.0850	\$0.0850	See Section 9.58.3

ASTA Platinum Plan is only available to members of the American Society of Travel Agents.

F. ASTA Preview Program (ZB1)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	II	\$0.0750	\$0.0750	See Section 9.58.2

ASTA Preview Program is only available to members of the American Society of Travel Agents.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.55 VSI Switched Business Services (Continued)

9.55.3 Service Options – Rates and Charges (Continued)

G. \$0.0475 Interstate Plan (W47)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V, VI, VIII, IX, X, XI	\$0.0750	\$0.0750	See Section 9.58.2

H. Switched Advantage (STG)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	III	\$0.0850	\$0.0850	See Section 9.58.4

I. Switched Advantage Plus (ESA)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	VI	\$0.0800	\$0.0800	See Section 9.58.4

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.55 VSI Switched Business Services (Continued)

9.55.3 Service Options – Rates and Charges (Continued)

J. \$0.0350 Interstate Plan (SI3)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V, VIII, IX, X	\$0.0750	\$0.0750	See Section 9.58.2
24 months	V	\$0.0750	\$0.0750	See Section 9.58.2

K. \$0.0390 Interstate Plan (SI2)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	I, VIII, IX, X	\$0.0750	\$0.0750	See Section 9.58.2
24 months	I	\$0.0750	\$0.0750	See Section 9.58.2

I. ePartners Switched Preview Program (W59)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
6 months	I	\$0.0750	\$0.0750	See Section 9.58.2
12 months	III	\$0.0750	\$0.0750	See Section 9.58.2

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.55 VSI Switched Business Services (Continued)

9.55.3 Service Options – Rates and Charges (Continued)

M. ePartners Switched Program (SI3)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V	\$0.0750	\$0.0750	See Section 9.58.2

N. ePartners Switched Program II (SI2)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	I	\$0.0750	\$0.0750	See Section 9.58.2

O. \$0.0450 Interstate Plan (W45)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	VI, VIII, IX, X, XI	\$0.0750	\$0.0750	See Section 9.58.2

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.55 VSI Switched Business Services (Continued)

9.55.3 Service Options – Rates and Charges (Continued)

P. \$0.0475 Interstate Plan (E47)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	V	\$0.0750	\$0.0750	See Section 9.58.2

Q. \$0 .0490 Interstate Plan (W49)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Calling Card Product Availability
12 months	III, V, VII, VIII, IX, X, XI	\$0.0750	\$0.0750	See Section 9.58.2

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.56 VSI Dedicated Business Services

VSI Dedicated Business Services offer dedicated outbound and inbound telecommunications service offerings to business customers in the State of Florida. Certain service options may require Customers to commit to a Term Commitment and a minimum Monthly Usage Commitment. Certain rates and charges, including intrastate and interstate toll rates, vary based on the Term Commitment and/or minimum Monthly Usage Commitment selected by the Customer. In addition to the service descriptions and rates below, all terms and conditions of service set forth in the Service Agreement or individual customer contracts apply to the services described herein.

Services are provided over dedicated facilities between the Customer's premises and the Company's terminal location(s). The Company will arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. In addition, calls will be subject to a Switched Overflow Rate when dedicated traffic overflows to the switched network.

Unless otherwise indicated, an eighteen (18) second minimum will apply to each completed call, and thereafter, Customers will be billed at six (6) second increments.

9.56.1 Monthly Recurring Charges

Customers will be billed the following fees for optional services associated with the VSI Dedicated Business Services:

Toll Free Number	\$3.00 per month/per number
Verified Account Codes	\$10.00 per month
Non-verified Account Codes	\$5.00 per month
Optional Management Invoice Reports	\$2.00 per month/per report

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.56 VSI Dedicated Business Services (Continued)

9.56.2 Monthly Usage Commitment Levels

Certain service options require Customers to commit to a minimum Monthly Usage Commitment. In the event Customer's actual Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. The following Monthly Usage Commitment Levels apply:

Commitment Level	Monthly Usage Minimum
I	\$0.00
II	\$1,000.00
III	\$1,500.00
IV	\$2,500.00
V	\$5,000.00
VI	\$10,000.00
VII	\$15,000.00
VIII	\$20,000.00
IX	\$7,500.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.56 VSI Dedicated Business Services (Continued)

9.56.3 Service Options – Rates and Charges

A. \$0.0250 Interstate Plan (DI3)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	IV, V	\$0.0275	\$0.0735	\$0.0765	See Section 9.58.2
36 months	I	\$0.0275	\$0.0735	\$0.0765	See Section 9.58.2

B. \$0.0220 Interstate Plan (DI4)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	II, IV, V	\$0.0240	\$0.0705	\$0.0765	See Section 9.58.2
24 months	II	\$0.0240	\$0.0705	\$0.0765	See Section 9.58.2
36 months	II	\$0.0240	\$0.0705	\$0.0765	See Section 9.58.2

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.56 VSI Dedicated Business Services (Continued)

9.56.3 Service Options -- Rates and Charges (Continued)

C. \$0.0199 Interstate Plan (DI5)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	III, IV, V IX	\$0.0220	\$0.0675	\$0.0765	See Section 9.58.2
24 months	III	\$0.0220	\$0.0675	\$0.0765	See Section 9.58.2
36 months	III	\$0.0220	\$0.0675	\$0.0765	See Section 9.58.2

D. Dedicated Freedom Plan (DFP)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	I	\$0.0450	\$0.0450	\$0.0750	See Section 9.58.2

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.56 VSI Dedicated Business Services (Continued)

9.56.3 Service Options – Rates and Charges (Continued)

E. Dedicated Preview Program (DDP)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
6 months	I	\$0.0450	\$0.0450	\$0.0750	See Section 9.58.2
12 months	V, VI, VIII	\$0.0450	\$0.0450	\$0.0750	See Section 9.58.2

F. Dedicated Premier Program (DP1)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	II, V, VI, VIII	\$0.0450	\$0.0450	\$0.0750	See Section 9.58.2

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.56 VSI Dedicated Business Services (Continued)

9.56.3 Service Options – Rates and Charges (Continued)

G. ePartners \$0.0250 Interstate Plan (DI3)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	I, II, III	\$0.0275	\$0.0735	\$0.0765	See Section 9.58.2
24 months	I, II, III	\$0.0275	\$0.0735	\$0.0765	See Section 9.58.2
36 months	I, II, III	\$0.0275	\$0.0735	\$0.0765	See Section 9.58.2

H. ePartners \$0.0220 Interstate Plan (DI4)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	I, II, III	\$0.0240	\$0.0705	\$0.0765	See Section 9.58.2
24 months	I, II, III	\$0.0240	\$0.0705	\$0.0765	See Section 9.58.2
36 months	I, II, III	\$0.0240	\$0.0705	\$0.0765	See Section 9.58.2

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.56 VSI Dedicated Business Services (Continued)

9.56.3 Service Options – Rates and Charges (Continued)

I. ePartners \$0.0199 Interstate Plan (DI5)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
12 months	I, II, III	\$0.0220	\$0.0675	\$0.0765	See Section 9.58.2
24 months	I, II, III	\$0.0220	\$0.0675	\$0.0765	See Section 9.58.2
36 months	I, II, III	\$0.0220	\$0.0675	\$0.0765	See Section 9.58.2

J. ePartners Dedicated Preview Program (EPA)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
6 months	I	\$0.0350	\$0.0350	\$0.0750	See Section 9.58.2
12 months	IV, V, VI	\$0.0350	\$0.0350	\$0.0750	See Section 9.58.2

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.56 VSI Dedicated Business Services (Continued)

9.56.3 Service Options – Rates and Charges (Continued)

K. ASTA Dedicated Preview Program (ZA1)

Term Commitment Period	Monthly Usage Commitment Levels	Outbound Per Minute Rate	Inbound Per Minute Rate	Switched Overflow Per Minute Rate	Calling Card Product Availability
6 months	I	\$0.0450	\$0.0450	\$0.0750	See Section 9.58.2
12 months	V, VI, VII	\$0.0450	\$0.0450	\$0.0750	See Section 9.58.2

ASTA Dedicated Preview Program is only available to members of the American Society of Travel Agents.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.57 Audioconferencing Service

Audioconferencing Service allows a Customer to hold conversations and/or meetings with two (2) or more other involved parties. Customers of this service are able to establish simultaneous telephone contact with multiple callers by each of the involved parties dialing an access number predetermined by the Company. Toll Meet Me rates apply when the Customer accesses the conference using a standard toll call. 800 Meet Me rates apply when the Customer accesses the conference using a toll-free access number. Operator-Dialed rates apply to Operator Attended calls when the Conference Coordinator dials out to each participant to connect the conference.

A sixty (60) second minimum will apply to each call, and thereafter, Customers will be billed at sixty (60) second increments. The per minute rates set forth herein apply to each participant accessing Audioconferencing Service

The following Audioconferencing Service options are available:

9.57.1 Operator Attended

Operator Attended Audioconferencing Service is initiated when the host dials into the conference operator. A Conference Coordinator assembles the audioconference, ensuring that all invited participants are connected to the call and providing other support during the call. Operator Attended conferences must be scheduled in advance, and a cancellation charge applies if cancellation occurs on less than twenty-four (24) hours notice.

Switched Access Rates	Per Minute Rate
Toll Meet Me	\$0.25
800 Meet Me	\$0.36
Operator-Dialed	\$0.36

Dedicated Access Rates	Per Minute Rate
Toll Meet Me	\$0.23
800 Meet Me	\$0.34
Operator-Dialed	\$0.34

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.57 Audioconferencing Service (Continued)

9.57.2 Quick Call

Quick Call Audioconferencing Service is initiated when each participant dials directly into the conference by using a predetermined access number and passcode. A Conference Coordinator is available to provide support during the call. Quick Call conferences must be scheduled in advance, and a cancellation charge applies if cancellation occurs on less than twenty-four (24) hours notice.

Switched Access Rates	Per Minute Rate
Toll Meet Me	\$0.18
800 Meet Me	\$0.29
Dedicated Access Rates	Per Minute Rate
Toll Meet Me	\$0.16
800 Meet Me	\$0.27

9.57.3 Conference On-Demand

Conference On-Demand Audioconferencing Service provides instant, on-demand conferencing capability for up to fifty (50) participants. No reservations or Conference Coordinators are required for Conference On-Demand calls.

Switched Access Rates	Per Minute Rate
Toll Meet Me	\$0.18
800 Meet Me	\$0.29
Dedicated Access Rates	Per Minute Rate
Toll Meet Me	\$0.16
800 Meet Me	\$0.27

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.57 Audioconferencing Service (Continued)

9.57.4 Other Charges

Cancellation Charge – A cancellation charge of \$100.00 applies to each reservation if not cancelled twenty-four (24) hours prior to the scheduled conference.

Overbooking Charge – An overbooking charge of \$5.00 per port applies to each unused port on a conference bridge.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.58 Calling Card Service

Calling Card Service permits Customers to make calls from any non-rotary dialed telephone within Florida to any other location by dialing 1 + 8XX + XXX + XXXX, receiving a prompting tone, then dialing in the Customer's personal identification number (PIN) assigned by the Company followed by the telephone number of the called party.

Eligibility for Calling Card Programs is determined by the long distance calling option selected by the Customer. Calling card calls placed from a public pay telephone are subject to an additional per-call surcharge. Rates and charges for the Company's Calling Card Services are set forth below.

9.58.1 Calling Card Program A (YBL)

Customers of Calling Card Program A will be billed at the following rates and charges:

Intrastate per minute rate	\$0.1000
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A thirty (30) second minimum will apply to each completed call, and thereafter, Customers will be billed at six (6) second increments.

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A thirty (30) second minimum will apply to each completed call, and thereafter, Customers will be billed at six (6) second increments.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.59 Payphone Surcharge

A \$0.60 per call charge is applicable to completed calls that originate from any payphone within Florida and access the Company's services via 800/888 numbers. This charge is in addition to the tariffed per minute usage rates and any applicable monthly service fees and surcharges associated with utilizing the Company's service and is unrelated to the specific service accessed from the payphone.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.60 \$.0299 Switched Product

\$.0299 Switched Product is available to business Customers who meet the Company's credit approval guidelines and are served by one of the following incumbent local exchange company/ies: BellSouth and Verizon. Customers of this service must sign a customer acceptance form with the Company which requires a \$100 minimum monthly usage commitment and a 12-month term commitment. \$.0299 Switched Product rates apply to direct dial, toll free (800/8XX) and calling card calls. A monthly recurring charge may also apply to certain features as noted below.

Account Codes are available under the \$.0299 Switched Product to assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

9.60.1 Per Minute Rates

Customers of the \$.0299 Switched Product will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Direct-Dial Outbound	\$0.0650
Inbound 800/8XX	\$0.0680

An (eighteen) 18 second minimum will apply to each completed direct-dial outbound call, and thereafter, Customers will be billed in 6 second increments. A thirty (30) second minimum will apply to each inbound 800/8XX completed call, and thereafter, Customers will be billed in 6 second increments.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.60 \$.0299 Switched Product (Continued)

9.60.2 Termination Penalty:

In the event the Customer terminates service with the Company prior to the end of the Term Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

9.60.3 Deficiency Charge:

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment in any invoice period during the Term Commitment Period, for that invoice period Customer will pay a Deficiency Charge which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time payment is due for service provided to the Customer.

9.60.4 Calling Card:

Customers of the \$.0299 Switched Product will be billed at the following rate for calling card calls:

Per minute rate: \$0.1200

A thirty (30) second minimum will apply to each completed calling card call, and thereafter, Customers will be billed at six (6) second increments.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.60 \$.0299 Switched Product (Continued)

9.60.5 Non-Recurring and Monthly Recurring Charges:

Customers will be billed the following fees for optional services:

Toll Free Numbers (800/888)	\$ 1.00 per month, per number
Establish New Toll-Free Number	\$ 5.00 per number
Non-Verified Account Codes:	\$ 5.00 per month, per code
Verified Account Codes:	\$10.00 per month, per code
Optional Management Invoice Reports	
Paper	\$ 2.00 per month, per report
Electronic	\$10.00 per month, per report

9.60.6 Directory Assistance \$ 1.40 per call

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.61 Prime Business Select III

Prime Business Select III service is a month to month optional plan available to all business customers who meet the company's credit approval guidelines. Customers are billed based upon the actual monthly usage. Customers will either be billed directly by the Company or by their local exchange telephone company. Prime Business Select III rates apply to direct dial, toll free, and calling card calls. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Per minute, per call and monthly recurring charges may apply.

9.61.1 Access Methods and Usage Rates

A. Direct Dial & Toll Free

MONTHLY USAGE	PER MINUTE RATE		
\$0 - 199.99	\$0.1000	\$0.1000	\$0.1000
\$200 - 499.99	\$0.1000	\$0.1000	\$0.1000
\$500 - 749.99	\$0.1000	\$0.1000	\$0.1000
\$750 +	\$0.1000	\$0.1000	\$0.1000

B. Calling Card

Per Minute Rate: \$0.25  
Per Call Surcharge : \$0.25

C. Directory Assistance

Per Call: \$0.75

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.61 Prime Business Select III (Continued)

9.61.2 Monthly Recurring Fees

Toll Free Number (per number)	\$ 3.00
Diskette Billing (monthly diskette)	\$10.00
Magnetic Tape Billing (monthly tape)	\$10.00
Optional Management Invoice Reports	\$ 2.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.62 Prime Business Select 3A

Prime Business Select 3A Service is a combined inbound, outbound and calling card service offered to business Customers. Customers are billed at per minute rates based on Combined Monthly Usage volumes, and discounted rates are applied based upon the Customer's billed monthly usage. Combined Monthly Usage is defined as the Customer's billed usage for a monthly billing period for the combined total of interstate, intrastate, international and service calling card usage for a month billing period. Directory Assistance charges, monthly recurring charges, service fees, surcharges and taxes are not included in the determination of the Customer's Combined Monthly Usage.

This service is offered on a month-to-month basis.

9.62.1 Usage Rates:

COMBINED MONTHLY USAGE	PER MINUTE RATES
\$0 - 99.99	\$0.1000
\$100 - \$199.99	\$0.1000
\$200 - \$499.99	\$0.1000
\$500 - \$999.99	\$0.1000
Over \$1000	\$0.1000

9.62.2 Prime Business Select 3A Calling Card Usage Rates:

Per Call Surcharge	\$0.2500
Per Minute Rate	\$0.2500

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.62 Prime Business Select 3A (Continued)

9.62.3 Monthly Recurring Service Charges and Fees:

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.7500 per call
Diskette Billing	\$10.00 per diskette, per month
Magnetic Tape Billing	\$10.00 per tape, per month
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month
Customer Accounting Code Package	\$45.00 per package, per month

9.62.4 Billing Increments:

Each direct-dialed (1+) and toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Each calling card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.62.5 Service Hours

Rates apply 24 hours a day, 7 days a week

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.63 Prime Business Select IV

Prime Business Select IV service is a term plan service available to all business customers, who meet the Company's credit approval guidelines, but is designed for small to medium users. Customers are billed based upon the actual monthly usage. Customers must sign a twelve (12), twenty-four (24) or thirty-six (36) month term plan. Usage commitments will be set at the time of initiating the service. The contract the Customer signs states the penalty for discontinuation of service. The Customer will be billed the minimum monthly commitment level if the actual monthly usage is below the commitment level. Customers will either be billed directly by the Company or by their local exchange telephone company. Prime Business Select IV rates apply to direct dial, toll free, and calling card calls. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Per minute, per call and monthly recurring charges may apply.

9.63.1 Access Methods and Usage Rates

A. Direct Dial & Toll Free

MONTHLY TERM COMMITMENT	TERM PLAN (months)		
	12	24	36
\$100	\$0.0950	\$0.0950	\$0.0950
\$200	\$0.0950	\$0.0950	\$0.0950
\$500	\$0.0950	\$0.0950	\$0.0950
\$1,000	\$0.0950	\$0.0950	\$0.0950

B. Calling Card

Per Call Surcharge	\$0.2500
Per Minute Rate	\$0.2500

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.63 Prime Business Select IV (Continued)

9.63 Access Methods and Usage Rates (Continued)

C. Directory Assistance

Per Call: \$0.70

9.63 Monthly Recurring Fees

Toll Free Number (per number)	\$ 3.00
Diskette Billing (monthly diskette)	\$10.00
Magnetic Tape Billing (monthly tape)	\$10.00
Optional Management Invoice Reports	\$ 2.00

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.64 Prime Business Select 4A Service

Prime Business Select 4A Service is a combined inbound, outbound and calling card service offered to business Customers. Customers are billed at per minute rates based on Combined Monthly Usage volumes, and discounted rates are applied based upon the Customer's billed monthly usage. Combined Monthly Usage is defined as the Customer's billed usage for a monthly billing period for the combined total of interstate, intrastate, international and service calling card usage for a month billing period. Directory Assistance charges, monthly recurring charges, service fees, surcharges and taxes are not included in the determination of the Customer's Combined Monthly Usage.

Customers subscribing to this service must commit to a term of 12, 24 or 36 months. A service term begins on the first day of the month following service enrollment. When the Customer's Term Commitment Period expires, the Customer's service will automatically renew for another 12-month, 24-month or 36 month period, whichever is applicable, unless the Company receives in writing a notice of non-renewal during the period between 60 and 30 days prior to the end of the Customer's Term Commitment Period.

In the event a Customer terminates service with the Company prior to the end of the Customer's Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00 multiplied by the number of months remaining in the Customer's agreed Term Commitment period.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.64 Prime Business Select 4A Service (Continued)

9.64.1 Usage Rates:

COMBINED MONTHLY USAGE	PER MINUTE RATES	PER MINUTE RATES	PER MINUTE RATES
	12-Month Term	24-Month Term	36-Month Term
\$0 - \$199.99	\$0.0950	\$0.0950	\$0.0950
\$200 - \$499.99	\$0.0950	\$0.0950	\$0.0950
\$500 - \$999.99	\$0.0950	\$0.0950	\$0.0950
Over \$1000	\$0.0950	\$0.0950	\$0.0950

9.64.2 Prime Business Select 4A Calling Card Usage Rates:

Per Call Surcharge	\$0.2500
Per Minute Rate	\$0.2000

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.64 Prime Business Select 4A Service (Continued)

9.64.3 Monthly Recurring Service Charges and Fees:

Inbound Service Charge	\$3.00 per 800/888#, per month
Directory Assistance Service:	\$0.7000 per call
Diskette Billing	\$10.00 per diskette, per month
Magnetic Tape Billing	\$10.00 per tape, per month
Optional Management Invoice Reports	\$2.00 per report, per month
Accounting Codes (Non-Verified Package)	\$5.00 per package, per month
Accounting Codes (Verified Package)	\$10.00 per package, per month
Customer Accounting Code Package	\$45.00 per package, per month

9.64.4 Billing Increments:

Each direct-dialed (1+) and toll-free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

Each calling card call completed will have an initial minimum of thirty (30) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

9.64.5 Service Hours:

Rates apply 24 hours a day, 7 days a week

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.65 Affinity Dedicated Program

Excel's Affinity Dedicated Program is intended for business Customers, who meet the Company's credit approval guidelines, for calling within the state of Florida. This program is promoted and sold only through designated agents and dealers of Excel.

Affinity Dedicated Program is a dedicated telecommunications service offering inbound, outbound and travel card services to business customers only. Dedicated facilities between the Customer's premises and the Company's terminal location(s) are required and will be at the Customer's expense. At the customer's request, the Company will install or arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. Service orders are subject to network availability.

Customers subscribing to this service must commit to a minimum term of 12 months and a Monthly Usage Commitment of \$750 per full invoice period. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to the Customer's Monthly Usage Commitment Option, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any full invoice period during the Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.65 Affinity Dedicated Program (Continued)

Rates and charges for Excel's Affinity Dedicated Program are set forth in Section 9.65.1 following. Calls are rated based on call duration. Affinity Dedicated Program rates apply to direct dial, toll free (800/8XX) and calling card calls.

Account Codes are available under the Affinity Dedicated Program to assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered within Company's database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

9.65.1 Per Minute Rates

Customers of the Affinity Dedicated Program will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Direct-Dial Outbound	\$0.0235
Inbound 800/8XX	\$0.0830

A six (6) second minimum will apply to each completed direct-dial outbound and inbound 800/8XX call, and thereafter, Customers will be billed in six (6) second increments.

9.65.2 Calling Card

Customers of the Affinity Dedicated Program will be billed at the following rate for calling card calls:

Per minute rate: \$0.1500

A thirty (30) second minimum will apply to each completed calling card call, and thereafter, Customers will be billed in six (6) second increments.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.65 Affinity Dedicated Program (Continued)

9.65.3 Recurring and Non-Recurring Charges

Customers will be billed the following fees for optional services:

Toll Free Numbers (800/888)	\$ 1.00 per month, per number
Establish New Toll-Free Number	\$ 5.00 per number
Non-Verified Account Codes:	\$ 5.00 per month, per code
Verified Account Codes:	\$10.00 per month, per code
Optional Management Invoice Reports	
Paper	\$ 2.00 per month, per report
Electronic	\$10.00 per month, per report

9.65.4 Directory Assistance \$ 1.40 per call

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.66 Affinity Switched Program

Excel's Affinity Switched Program is intended for business Customers, who meet the Company's credit approval guidelines, for calling within the state of Florida. This program is promoted and sold only through designated agents and dealers of Excel. Customers access Excel via Equal Access FGD circuits and/or other Switched Access Services. In order to receive the Affinity Switched Program usage rates, the Customer must be entered into the Excel billing database prior to utilizing this program. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX. Rates and charges for Excel's Affinity Switched Program are set forth in Section 9.66.1 following. Calls are rated based on call duration. Affinity Switched Program rates apply to direct dial, toll free (800/8XX) and calling card calls. A monthly recurring charge will also apply.

Account Codes are available under the Affinity Switched Program to assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Company's switch database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

9.66.1 Per Minute Rates

Customers of the Affinity Switched Program will be billed at the following per minute usage rate regardless of mileage and/or time of day:

Direct-Dial Outbound	\$ .0750
Inbound 800/8XX	\$ .0750

An eighteen (18) second minimum will apply to each completed direct-dial outbound and inbound 800/8XX call, and thereafter, Customers will be billed in six (6) second increments.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.66 Affinity Switched Program (Continued)

9.66.2 Calling Card

Customers of the Affinity Switched Program will be billed at the following rate for calling card calls:

Per minute rate: \$0.1500

A thirty (30) second minimum will apply to each completed calling card call, and thereafter, Customers will be billed in six (6) second increments.

9.66.3 Monthly Recurring and Non-Recurring Charges

Affinity Switched Program Monthly Recurring Charge \$2.95

Customers will be billed the following fees for optional services:

Toll Free Numbers (800/888)	\$1.00 per month, per number
Establish New Toll-Free Number	\$5.00 per number
Non-Verified Account Codes:	\$5.00 per month, per code
Verified Account Codes:	\$10.00 per month, per code

Optional Management Invoice Reports

Paper	\$ 2.00 per month, per report
Electronic	\$10.00 per month, per report

9.66.4 Directory Assistance \$1.40 per call

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.67 Minimum Usage Requirement

The Minimum Usage Requirement will apply in each billing cycle in which a Customer's qualifying Excel charges do not meet the minimum usage amount. The amount assessed for the Minimum Usage Requirement is the difference between the minimum usage amount of \$50.00 and the Customer's qualifying charges in a billing cycle. The Minimum Usage Requirement will not apply to customer accounts with no Excel charges in a given billing cycle or to accounts with existing monthly minimums greater than \$50.00.

Qualifying charges to be applied toward calculating the monthly usage minimum will be derived only from the following Excel charges: all long distance, calling card, toll free, conference calling and directory assistance usage, Carrier Cost Recovery Fee as well as any monthly recurring or non-recurring charges associated with the Customer's Excel services.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONTD.)

9.68 Affinity Association Program - Excel ASTA Gold Plan

The Excel ASTA Gold Plan is available only to members of ASTA and offers a switched business service that combines outbound 1+, inbound toll-free and travel card services. Customers access Excel via Equal Access FGD circuits and/or other Switched Access Services. In order to receive the Excel ASTA Gold Plan usage rates, the Customer must be entered into the Excel billing database prior to utilizing this plan. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX.

Rates and charges for the Excel ASTA Gold Plan are set forth below. Calls are rated based on call duration. An eighteen (18) second minimum will apply to each completed call, and thereafter, calls will be billed in 6 second increments. Customers of the Excel ASTA Gold Plan will not be subject to Excel's Minimum Usage Requirement.

9.68.1 Outbound 1+ and Inbound Toll-Free Services

Customers of the Excel ASTA Gold Plan will be billed at the following rate regardless of mileage and/or time of day for outbound 1+ and inbound toll-free calls:

\$0.0570 per minute

9.68.2 Travel Card Service

Customers of the Excel ASTA Gold Plan will be billed at the following rate regardless of mileage and/or time of day for travel card calls:

\$0.0500 per minute

9.68.3 Directory Assistance

Customers of the Excel ASTA Gold Plan will be billed at the following rate for directory assistance inquiries:

\$1.40 per call

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.68 Affinity Association Program - Excel ASTA Gold Plan (Continued)

9.68.4 Account Codes

Account Codes are available under the Excel ASTA Gold Plan to assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Excel's switch database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

9.68.5 Non-Recurring and Monthly Recurring Charges:

Customers of the Excel ASTA Gold Plan will be billed the following fees for optional services:

Toll-Free Numbers	\$1.00 per month, per number
Establish New Toll-Free Number	\$5.00 per number
Non-Verified Account Codes	\$5.00 per month, per code
Verified Account Codes	\$10.00 per month, per code
Optional Management Invoice Reports	
Paper	\$2.00 per month, per report
Electronic	\$10.00 per month, per report

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.69 Excel Value 2.7 Long Distance Plan

The Excel Value 2.7 Long Distance Plan offers a switched business service that combines outbound 1+ and inbound toll-free services. Customers access Excel via Equal Access FGD circuits and/or other Switched Access Services. In order to receive the Excel Value 2.7 Long Distance Plan usage rates, the Customer must be entered into the Excel billing database prior to utilizing this plan. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX.

Rates and charges for the Excel Value 2.7 Long Distance Plan are set forth below. Calls are rated based on call duration. An 18 second minimum will apply to each completed call, and thereafter, calls will be billed in 6 second increments. Customers of the Excel Value 2.7 Long Distance Plan will not be subject to Excel's Minimum Usage Requirement.

9.69.1 Outbound 1+ and Inbound Toll-Free Services

Customers of the Excel Value 2.7 Long Distance Plan will be billed at the following rate regardless of mileage and/or time of day for outbound 1+ and inbound toll-free calls:

\$0.0570 per minute

9.69.2 Monthly Access Fee

Customers who subscribe to the Excel Value 2.7 Long Distance Plan will be billed a \$0.99 per account monthly access fee. The monthly access fee will be billed in each month in which the Customer uses the Excel Value 2.7 Long Distance Plan.

9.69.3 Directory Assistance

Customers of the Excel Value 2.7 Long Distance Plan will be billed at the following rate for directory assistance inquiries:

\$1.40 per call

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.69 Excel Value 2.7 Long Distance Plan (Continued)

9.69.4 Account Codes

Account Codes are available under the Excel Value 2.7 Long Distance Plan to assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Excel's switch database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

9.69.5 Non-Recurring and Monthly Recurring Charges

Customers of the Excel Value 2.7 Long Distance Plan will be billed the following fees for optional services:

Toll-Free Numbers	\$1.00 per month, per number
Establish New Toll-Free Number	\$5.00 per number
Non-Verified Account Codes	\$5.00 per month, per code
Verified Account Codes	\$10.00 per month, per code
Optional Management Invoice Reports	
Paper	\$2.00 per month, per report
Electronic	\$10.00 per month, per report

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.70 Excel Value 3.0 Long Distance Plan

The Excel Value 3.0 Long Distance Plan offers a switched business service that combines outbound 1+ and inbound toll-free services. Customers access Excel via Equal Access FGD circuits and/or other Switched Access Services. In order to receive the Excel Value 3.0 Long Distance Plan usage rates, the Customer must be entered into the Excel billing database prior to utilizing this plan. Calls are routed over Carrier's transmission and switching facilities to any valid NPA-NXX.

Rates and charges for the Excel Value 3.0 Long Distance Plan are set forth below. Calls are rated based on call duration. An 18 second minimum will apply to each completed call, and thereafter, calls will be billed in 6 second increments. Customers of the Excel Value 3.0 Long Distance Plan will not be subject to Excel's Minimum Usage Requirement.

9.70.1 Outbound 1+ and Inbound Toll-Free Services

Customers of the Excel Value 3.0 Long Distance Plan will be billed at the following rate regardless of mileage and/or time of day for outbound 1+ and inbound toll-free calls:

\$0.0570 per minute

9.70.2 Directory Assistance

Customers of the Excel Value 3.0 Long Distance Plan will be billed at the following rate for directory assistance inquiries:

\$1.40 per call

9.70.3 Account Codes

Account Codes are available under the Excel Value 3.0 Long Distance Plan to assist Customers in managing and tracking their long distance usage. Customers may select validated account codes which are specific, pre-defined combinations of digits registered with Excel's switch database, and only those pre-defined codes can be used to complete a call, or Customers may select non-validated codes of a specific length and any code of that specific length can be used to complete a call.

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SECTION 9 - COMMERCIAL SERVICES RATES, (CONT'D.)

9.70 Excel Value 3.0 Long Distance Plan (Continued)

9.70.4 Non-Recurring and Monthly Recurring Charges

Customers of the Excel Value 3.0 Long Distance Plan will be billed the following fees for optional services:

Toll-Free Numbers	\$ 1.00 per month, per number
Establish New Toll-Free Number	\$ 5.00 per number
Non-Verified Account Codes	\$ 5.00 per month, per code
Verified Account Codes	\$10.00 per month, per code
Optional Management Invoice Reports	
Paper	\$ 2.00 per month, per report
Electronic	\$10.00 per month, per report

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SECTION 10 - CONTRACT SERVICES

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms unless otherwise indicated.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.1 Carrier Intrastate Domestic Termination Service

Carrier Intrastate Domestic Termination Service is available only to Other Certificated Carriers ("OCC") who wish to utilize the Company's network to terminate intrastate traffic. The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority. The OCC must have use of their own Primary Interexchange Carrier Code. OCCs who qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and the LEC to which the call terminates, as well as the Customer's Monthly Minimum Minutes of Use Commitment.

Traffic provided under this service offering must meet the following specifications:

- 10.1.1 A minimum of 80% of the OCC's total minutes of use which terminate on the Excel network under this service offering must be during the times of 8:00 AM to but not including, 5:00 PM Monday through Friday. If the minutes of use terminating during this time frame drops below the 80% threshold, Excel reserves the right to discontinue the service upon written notice to the OCC or intrastate domestic minutes at \$0.065 per minute.
- 10.1.2 Calls will be billed in six (6) second increments after an initial calling period of six (6) seconds. Any fraction or portion of a call thereafter will be rounded up to the next highest billing increment.
- 10.1.3 In addition to the appropriate LATA termination rate specified in Section 10.1.4(A), a surcharge of \$0.02 per minute will be charged for all calls terminating to non BellSouth exchanges.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.1 Carrier Intrastate Domestic Termination Service (Continued)

10.1.4 Rate Level Definitions:

Per Minute Termination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

A. Per Minute Rates:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0650
2	1,000,000 to 4,999,999 minutes per month	\$0.0630
3	5,000,000 to 9,999,999 minutes per month	\$0.0615
4	Greater than 10,000,000 minutes per month	\$0.0600

10.1.5 Directory Assistance Rate

Rate Level	Per Call Charge
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.2 CIC Association II Service

CIC Association II Service available only to Other Certificated Carriers ("OCC"). The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required reporting authority. The OCC must have use of their own Primary Interexchange Carrier Code. OCCs subscribing to this service offering must pay for their own originating access service. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. OCCs who qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and the LEC to which the call terminates, as well as the Customer's Monthly Minimum Minutes of Use Commitment.

Traffic provided under this service offering must meet the following specifications:

- 10.2.1 A minimum of 80% of the OCCs total minutes of use which terminates on the Excel network under this service offering must be during the times of 8:00 AM to but not including, 5:00 PM Monday through Friday. If the minutes of use terminating during this time frame drops below the 80% threshold, Excel reserves the right to discontinue the service upon written notice to the OCC or rate intrastate minutes at \$0.065 per minute.
- 10.2.2 Calls will be billed in six (6) second increments after an initial calling period of six (6) seconds. Any fraction or portion of a call thereafter will be rounded up to the next highest billing increment.
- 10.2.3 In addition to the appropriate LATA termination rate specified in Section below, a surcharge of \$0.02 per minute will be charged for all calls terminating to all non BellSouth exchanges.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.2 CIC Association II Service (Continued)

10.2.4 Rate Level Definitions:

Per Minute Termination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

A. Per Minute Rates:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0650
2	1,000,000 to 4,999,999 minutes per month	\$0.0630
3	5,000,000 to 9,999,999 minutes per month	\$0.0615
4	Greater than 10,000,000 minutes per month	\$0.0600

10.2.5 Directory Assistance Rate:

Rate Level	Per Call Charge
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.3 Carrier 800 Origination - Dedicated

Carrier 800 Origination Dedicated Service is available only to Other Certificated Carriers ("OCC"). The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority. The OCC must have use of their own Primary Interexchange Carrier Code. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. OCCs who qualify for this service will receive 800 origination at the rates specified below. Rates are based upon the LATA and the LEC from which the call originates, as well as the Customer's Monthly Minimum Minutes of Use Commitment. OCCs must also pay for facility installation and monthly recurring dedicated access fees which will be determined on an individual case basis.

Traffic provided under this service offering must meet the following specifications:

- 10.3.1 A minimum of 80% of the OCCs total minutes of use must originate on the Company's network under this service offering and must be during the times of 8:00 AM up to but not including, 5:00 PM Monday through Friday. If the minute of use terminating during this time frame drops below the 80% threshold, Excel reserves the right to discontinue the service upon written notice to the OCC or rate intrastate minutes at 0.065 per minute.
- 10.3.2 Calls will be billed in initial and additional six (6) second increments. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.
- 10.3.3 In addition to the appropriate LATA origination rate specified in Section 10.3.4(A), a surcharge of \$0.02 per minute will be charged for all calls originating from non BellSouth exchanges.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.3 Carrier 800 Origination - Dedicated

10.3.4 Rate Level Definitions

Per Minute Origination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

A. Per Minute Rates:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0700
2	1,000,000 to 4,999,999 minutes per month	\$0.0680
3	5,000,000 to 9,999,999 minutes per month	\$0.0665
4	Greater than 10,000,000 minutes per month	\$0.0650

10.3.5 Directory Assistance Rate:

Rate Level	Per Call Charge
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.4 Switchless 1+ and Toll Free Resale Service

Switchless 1+ and Toll Free Resale Service is available only to Other Certificated Carriers ("OCC") who wish to utilize the Excel network to originate, switch, and terminate domestic traffic. The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority. The OCC must have use of their own Primary Interexchange Carrier Code. The Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company.

OCCs who qualify for this service will receive the rates specified below. Rates are based upon the LATA and the LEC from which the call originates and to which the call terminates, as well as the Customer's Monthly Minimum Revenue Commitment. Orders for service will only be accepted from OCCs for provision of service to Customers residing in areas served by US West, United and Verizon.

Calls will be billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fraction or portion of a call thereafter will be rounded up to the next highest billing increment.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.4 Switchless 1+ and Toll Free Resale Service (Continued)

10.4.1 Per Minute Rates

Customers will be charged the rate specified below for all rate levels (1-4).

(A) Per Minute Rates:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 100,000 monthly billing	\$0.0900
2	\$100,000 to \$249,999 in monthly billing	\$0.0900
3	\$250,000 to \$499,999 in monthly billing	\$0.0900
4	\$500,000 to 749,000	\$0.0900
5	750,000 + in monthly billing	\$0.0850

10.4.2 Directory Assistance Rate:

Per call charge: \$0.55

10.4.3 Toll-Free Number Monthly Recurring Fees:

The OCCs will pay no monthly recurring fees for the first ten (10) toll-free numbers which they reserve or install using the Company as the designated Responsible Organization. For each additional number in excess of ten (10), a \$1.00 monthly recurring fee is charged.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.5 Switchless 1+ Dedicated and Toll Free Resale Service

Switchless 1+ Dedicated and Toll Free Resale Service is available only to Other Certificated Carriers ("OCC") who wish to utilize the Company's network to originate, switch, and terminate traffic. OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, OCC must have obtained required operating authority in the states in which they conduct business and file tariffs, when required by law, with a state or federal authority. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company.

OCCs who qualify for this service will receive the rates specified below. Rates are based upon the LATA and the LEC from which the call originates and to which the call terminates, if applicable, as well as the Customer's Monthly Minimum Revenue Commitment. Orders for service will only be accepted from OCCs for provision of service to Customers residing in areas served by BellSouth.

- 10.5.1 Calls will be billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.5 Switchless 1+ Dedicated and Toll Free Resale Service (Continued)

10.5.2 Rate Level Definitions:

Per Minute Rates are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Revenue Commitment. A Customer's 1+ and toll-free domestic interstate, intrastate, and international revenue under this service offering will be counted toward the Monthly Minimum Revenue Commitment. At the Company's sole discretion, revenue under other Company Service offerings, term commitments, minutes of use commitments, ramp-up periods, or other criteria may be used in combination with revenue in order to determine whether or not a Customer is eligible for a particular Rate Level.

A. Per Minute Rates:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than \$100,000 in monthly billing	\$0.0640
2	\$100,000 to \$249,999 in monthly billing	\$0.0610
3	\$250,000 to \$499,999 in monthly billing	\$0.0580
4	\$500,000 + in monthly billing	\$0.0550

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.5 Switchless 1+ Dedicated and Toll Free Resale Service (Continued)

10.5.3 A \$0.0125 surcharge is applied for all non-peak minutes above 20% (Sunday through Friday 7PM - 9PM). In addition, a \$0.02 per minute charge will apply for all 1+ calls terminating to and all toll-free calls originating from the Local Exchange Carrier's Operator Carrier Number "OCN" other than BellSouth OCN's 9400, 9417 and 9419.

10.5.4 Directory Assistance Rate:

Per call charge: \$0.75

10.5.5 Toll-Free Number Monthly Recurring Fees:

OCCs will pay no monthly recurring fees for the first ten (10) toll-free numbers which they reserve or install using the Company as the designated Responsible Organization. For each additional number in excess of ten (10), a \$1.00 monthly recurring fee is charged.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.6 Global-Tel Long Distance Service

Global-Tel Long Distance is an outbound service offered to business Customers that presubscribe to the Company's service through specific authorized sales agents of the Company. Calls will be billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fractional portion of a call thereafter will be rounded up to the next highest billing increment.

10.6.1 Direct Dial Rates:

Rate Per Minute:	\$ .1290
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10.6.2 Global-Tel Long Distance -Toll Free

Global-Tel Long Distance Toll-Free service is an inbound calling service utilizing switched access facilities. This service permits the Customer to receive incoming calls from all locations within the state. With Global-Tel Toll-Free service, the Customer is charged for the call, not the calling party. Calls are billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

A. Per Minute Rate:	\$ .1290
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10.6.3 Travel Card Services

A. Per Minute Rate:	\$ .1990
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SECTION 10 - CONTRACT SERVICES, (CONTD.)

10.7 Master Dealer Program

The Master Dealer program is available to business customers through an authorized agent of the Company. Calls are originated from presubscribed locations. This service permits the Customers to make direct dial calls from locations within the state. Calls are billed in (6) six second increments with a minimum calling period of (18) eighteen seconds. Any fraction or portion of a call thereafter will be round up to the next highest billing increment.

Rates specified below apply to direct dial, toll free (800/888) and calling card calls. There are no monthly fees or recurring charges.

10.7.1 Switched Intrastate Rates for Direct Dial and Toll Free Services:

A. Rates per minute: \$0.1100

10.7.2 Travel Card Rates:

A. Rate Per Minute: \$0.20  
Per Call Surcharge: \$0.25

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.8 Central Services Dealer Program

The Central Services Dealer Program is available to large business customers through specific pre-approved authorized sales agents of the Company. Calls are originated from presubscribed locations. This service permits the end Customer to make direct dial 1+, toll free (800/888) and calling card calls from locations within the state. Calls are billed in (6) six second increments with a minimum calling period of (18) eighteen seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

The rates specified below apply to direct dialed, toll free (800/888) and calling card calls. There are no monthly fees or recurring charges.

10.8.1 Access Methods and Usage Rates

A. Switched Intrastate Rates for Direct Dial and Toll Free Services:

Per Minute Rate: \$.0700

B. Travel Card Per Minute Rates:

Per Minute Rate: \$0.20

Per Call Surcharge: \$0.25

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.9 Carrier Dedicated Toll Free Origination

Carrier Dedicated Toll Free Origination Service is available only to Other Certificated Carriers ("OCC"). The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority in the states in which they conduct business and file tariffs, when required by law, with a state or federal authority and have use of their own Primary Interexchange Carrier Code. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. OCCs who qualify for this service will receive 800 origination at the rates specified below. Rates are based upon the LATA and the LEC from which the call originates, as well as the Customer's Monthly Minimum Minutes of Use Commitment. OCCs must also pay for facility installation and monthly recurring dedicated access fees which will be determined on an individual case basis.

Traffic provided under this service offering must meet the following specifications:

- 10.9.1 A minimum of 80% of the OCCs total minutes of use must originate on the Company's network under this service offering and must be during the times of 8:00 AM up to but not including, 5:00 PM Monday through Friday. If the minutes of use terminating during this time frame drops below the 80% threshold, the Company reserves the right to discontinue the service upon written notice to the OCC or rate intrastate minutes at 0.065 per minute.
- 10.9.2 Calls will be billed in initial and additional six (6) second increments. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.
- 10.9.3 In addition to the appropriate LATA origination rate specified in Section 5.8.5, a surcharge of \$0.02 per minute will be charged for all calls originating from Local Exchange Carrier OCN's other than those listed below:

COMPANY NAME  
AT&T (f/n/a BellSouth Telecommunications)

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.9 Carrier Dedicated Toll Free Origination (Continued)

10.9.4 Rate Level Definitions

Per Minute Origination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

Rate Level	Monthly Minutes Commitment Level
1	Less than 1,000,000 minutes per month
2	1,000,000 to 4,999,999 minutes per month
3	5,000,000 to 9,999,999 minutes per month
4	10,000,000 + minutes per month

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.9 Carrier Dedicated Toll Free Origination (Continued)

10.9.5 Per Minute Rates

LATA	Rate Level 1	Rate Level 2	Rate Level 3	Rate Level 4
448	\$0.0308	\$0.0360	\$0.0345	\$0.0330
450	\$0.0308	\$0.0360	\$0.0345	\$0.0330
452	\$0.0308	\$0.0360	\$0.0345	\$0.0330
454	\$0.0308	\$0.0360	\$0.0345	\$0.0330
456	\$0.0308	\$0.0360	\$0.0345	\$0.0330
458	\$0.0308	\$0.0360	\$0.0345	\$0.0330
460	\$0.0308	\$0.0360	\$0.0345	\$0.0330
939	\$0.0308	\$0.0360	\$0.0345	\$0.0330
952	\$0.0308	\$0.0360	\$0.0345	\$0.0330
953	\$0.0308	\$0.0360	\$0.0345	\$0.0330

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.10 975 Service Program

975 Service Program is available to business customers through an authorized agent of the Company who generates \$250 in monthly combined intrastate and interstate revenue. Customers must commit to a 12 month Term Plan. Calls are originated from presubscribed locations. This service is a customized telecommunications offering combining inbound, outbound and calling (travel) card services.

10.10.1 Per Minute Rate:

The following rate applies to direct dialed and toll free (800/888) calls. There are no monthly fees or recurring charges. Calls are billed individually and rated by time of day, duration, and day of week.

\$0.0975

10.10.2 Calling (Travel) Card Service:

Customer subscribing to this program will be provided with a travel calling card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

10.10.3 Directory Assistance Charge:	\$0.75
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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.10 975 Service Program (Continued)

10.10.4 Billing Increments

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

10.10.5 Service Hours: Rates apply 24 hours a day, 7 days a week

10.10.6 Deficiency Charge:

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period during the Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

10.10.7 Termination Penalty Charge:

In the event the Customer terminates service with the Company prior to the end of the Term Commitment Period, or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Customer's Monthly Revenue Commitment multiplied by the number of months remaining in the Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term contract signed by the Customer at the initiation of service.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.11 Affinity Association Program - IIAA

Affinity Association Program - IIAA service is available to members of the IIAA association, only. This service is a customized telecommunications offering combining inbound, outbound and calling (travel) card services. Customers are billed at a flat per minute rate for both switched or dedicated access. Dedicated Access Service requires a Minimum Monthly Commitment of \$2,500. For dedicated access, dedicated facilities between the Customer's premises and the Company's terminal location(s) are required. The Company will arrange for the installation of all required connecting facilities via a Local Exchange Carrier or other access provider. The installation and monthly recurring charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. Customers requesting to sign up for this service must provide documentation to the Company showing the Customer is a member in good standing with the IIAA association.

10.11.1 Per Minute Usage Rates:

Switched Service	
1+ Outbound Service	\$0.1000
Toll Free Inbound Service	\$0.1000
Dedicated Service	
1+ Outbound Service	\$0.0600
Toll Free Inbound Service	\$0.0600

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.11 Affinity Association Program - IIAA (Continued)

10.11.2 Calling (Travel) Card Service:

Customer subscribing to this program will be provided with a travel calling card that allows them to make calls while away from the home or office. Per minute rates and a per call surcharge apply.

Travel Card Service Type	Per Minute Rate	Per Call Surcharge
Switched Customer	\$0.2000	\$0.2500
Dedicated Customer	\$0.1800	\$0.1000

10.11.3 Directory Assistance Charge                \$0.75

10.11.4 Billing Increment

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

10.11.5 Service Hours:

Rates apply 24 hours a day, 7 days a week

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.12 SWITCHED 1+ AND TOLL FREE RESALE SERVICE

The Company's Switched 1+ and Toll Free Resale Service is available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state (s) which they conduct business, and file tariff (s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. Customers that qualify for this service will receive call termination at the rates specified below. Rates are based upon the Customer's Monthly Minimum Revenue Commitment. The Customer's Monthly Minimum Usage Commitment is based on combined intrastate, interstate and international usage.

Call traffic under this service option must meet the following other specifications:

- A. A minimum of 80% of the Customers total minutes of use which terminate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday. If the Customer's minutes of use terminating during this time period drops below the 80% threshold, the Company reserves the right to discontinue service to the Customer upon written notice or rerate the Customer's domestic minutes of use at an additional per minute rate of \$.0125.
- B. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- C. Calls which originate in a non-RBOC area will be assessed an additional charge of \$0.02 per minute.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.12 SWITCHED 1+ AND TOLL FREE RESALE SERVICE (Continued)

10.12.1 Monthly Minimum Usage Options

OPTIONS	MONTHLY MINIMUM USAGE COMMITMENT LEVEL
1	\$50,000
2	\$100,000
3	\$250,000
4	\$500,000/Over

10.12.2 Per Minute Usage Rates

A. AT&T (f/n/a BellSouth)

OPTIONS	Monthly Usage Level	Per Minute Rate
1	\$50,000	\$0.0950
2	\$100,000	\$0.0950
3	\$250,000	\$0.0950
4	\$500,000 +	\$0.0950

B. Verizon:

OPTIONS	Monthly Usage Level	Per Minute Rate
1	\$50,000	\$0.1350
2	\$100,000	\$0.1350
3	\$250,000	\$0.1350
4	\$500,000 +	\$0.1350

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.12 SWITCHED 1+ AND TOLL FREE RESALE SERVICE (Continued)

10.12.3 Directory Assistance

\$0.75 per call

10.12.4 Deficiency Charge:

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

10.12.5 Time of Day Rate Periods

Peak:	Sunday - Friday, 9:01 pm - 6:59 pm, and all day Saturday.
Off-Peak:	Sunday - Friday, 7:00 pm - 9:00 pm.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.13 Brand Equity Service

Brand Equity Service is a switched/presubscribed telecommunications service offering combining inbound, outbound and travel card services to designated brand equity participant(s). This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. Participants must select one of the following options listed below.

10.13.1 Inbound and Outbound Per Minute Rates

OPTIONS	MONTHLY USAGE COMMITMENT	PER MINUTE RATES
1	\$10	\$0.1000
2	\$25	\$0.1000
3	\$50	\$0.1000
4	\$75	\$0.1000
5	\$100	\$0.1000
6	\$125	\$0.1000

10.13.2 Billing Increments

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.13 Brand Equity Service (Continued)

10.13.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within Florida in addition to the per call surcharge listed below:

Per Call Surcharge:	\$0.2500
Per Minute Rates:	\$0.2000

10.13.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

10.13.5 Directory Assistance                      \$0.75/per call, limit 2 inquiries.

10.13.6 Monthly Recurring Service Charges

Inbound Service Charge	\$3.00 per 800/8XX, per month.
Account Fee	\$1.95*

\*        Excluding the first month of service, Brand Equity Service Customers whose monthly intrastate, interstate and international long distance usage is less than \$50.00 will be assessed this fee. (Taxes, surcharges and directory assistance charges are non-usage items.)

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.14 Telco Dealer Service Program

Telco Dealer Service Program is a 1+ outbound, inbound and calling card telecommunications service offering available only to presubscribed/switched business customers. Customers may select a Month-to-Month or a 12-Month Term Commitment Option. Customers selecting the 12-Month Term Commitment Option must sign an agreement with the Company. The Customer's Monthly Minimum Usage Commitment Level consists of all intrastate, interstate and international outbound, inbound and calling card usage including surcharges. The Monthly Minimum Usage Commitment Level does not include any monthly recurring fees or directory assistance charges. This service program is available on a Company direct bill basis only. Inbound and outbound calls will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

10.14.1 Monthly Minimum Usage Options/Per-Minute Usage Rates:

OPTIONS	MONTHLY USAGE COMMITMENT	PER MINUTE RATES
1	\$10	\$0.1000
2	\$20	\$0.1000
3	\$30	\$0.1000
4	\$40	\$0.1000
5	\$50 +	\$0.1000

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.14 Telco Dealer Service Program (Continued)

10.14.2 Calling (Travel) Card Service:

Customers subscribing to this program will be provided with a travel calling card that allows them to make calls while away from the home or office. Calling card calls will be billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. The following per minute rates and per call surcharge apply to all calling card calls.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

10.14.3 Monthly Recurring Charges:

The following monthly recurring charges apply for the Telco Dealer Service Program Month-to-Month Service Option Plan and Term Commitment Option Plan:

A.	Toll Free Numbers (800/8XX)	\$ 3.00 per month/per number.
B.	Optional Management Reports	\$ 2.00 per month/per report.
C.	Diskette Billing	\$10.00 per month.
D.	Mag Tape Billing	\$10.00 per month.
E.	Account Codes	
	Validated	\$10.00 per month.
	Non-Validated	\$ 5.00 per month.
	Customer Package	\$45.00 per month.
F.	Account Fee	\$ 5.00 per account.

10.14.4 Directory Assistance: \$0.7000 per call charge.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.15 Prime Business Select II Dedicated Special Pricing - VII

Prime Business Select II Dedicated Special Pricing - VII is a dedicated outbound 1+ and inbound telecommunications service offering available only to business customers. Customers must commit to a 12 month Term Commitment Period and a minimum Monthly Usage Commitment Level that consists of the following

10.15.1 Per Minute Rates

Monthly Term Commitment Period	*Monthly Usage Commitment Level	**Per Minute Rate
12	\$0 - \$2,499.99	\$0.0500
12	\$2,500.00 - \$4,999.99	\$0.0500
12	\$5,000.00 - \$7,499.99	\$0.0500
12	\$7,500.00 - \$14,999.99	\$0.0500
12	\$15,000.00 - \$24,999.99	\$0.0500
12	\$25,000.00 - \$49,999.99	\$0.0500
12	\$50,000.00 - \$74,999.99	\$0.0500
12	\$75,000.00 - \$99,999.99	\$0.0500
12	\$100,000/Over	\$0.0500

\* Monthly Usage includes combined interstate, intrastate, international and calling card usage in a given billing period. Directory Assistance charges, monthly recurring charges, service charges, and taxes are not included in the determination of the Customer's Monthly Usage.

\*\* The same rate applies for all intrastate direct-dialed calls regardless of customers Monthly Usage Commitment Level

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.15 Prime Business Select II Dedicated Special Pricing - VII (Continued)

10.15.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

10.15.3 Deficiency Charge

In the event Customer's Monthly Usage Commitment Level does not meet the Monthly Usage Commitment Level selected by the Customer in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Term Commitment Level and the actual Monthly Usage Commitment Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.15 Prime Business Select II Dedicated Special Pricing - VII (Continued)

10.15.4 Billing Increments:

Each direct-dialed and inbound 800 number call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

10.15.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

10.15.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

10.15.7 Monthly Recurring Charge: \$3.00/per 800/8XX number

10.15.8 Directory Assistance \$0.75/per call charge

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.16 Brand Equity Service II

Brand Equity Service II is a switched/presubscribed telecommunications service offering combining inbound, outbound and travel card services to designated brand equity participant(s). This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. Participants must select one of the following options listed below.

10.16.1 Inbound and Outbound Per Minute Rates

OPTIONS	MONTHLY USAGE COMMITMENT	PER MINUTE RATES
1	\$100	\$0.1000
2	\$125	\$0.1000
3	\$150	\$0.1000

10.16.2 Billing Increments

Inbound and outbound calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.16 Brand Equity Service II (Continued)

10.16.3 Deficiency Charge

In the event Customer's Monthly Usage Commitment Level does not meet the Monthly Usage Commitment Level selected by the Customer in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Term Commitment Level and the actual Monthly Usage Commitment Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

10.16.4 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the state of Florida in addition to the per call surcharge listed below:

Per Call Surcharge:	\$0.2000
Per Minute Rates:	\$0.2000

10.16.5 Travel Card Billing Increments

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

10.16.6 Monthly Recurring Charge	\$3.00 per 800/8XX number
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10.16.7 Directory Assistance	\$0.75/per call charge
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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.17 Brand Equity Service III

Brand Equity Service III is a switched/presubscribed telecommunications service offering combining inbound, outbound and travel card services to designated brand equity participant(s). This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. Participants must select one of the following options listed below.

10.17.1 Inbound and Outbound Per Minute Rates

OPTIONS	MONTHLY USAGE	PER MINUTE RATE
1	\$0- \$99.99	\$0.1000
2	\$100/Over	\$0.1000

10.17.2 Billing Increments

Inbound and outbound calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.17 Brand Equity Service III (Continued)

10.17.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the state of Florida in addition to the per call surcharge listed below:

Per Call Surcharge:	\$0.2000
Per Minute Rate:	\$0.2000

10.17.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

10.17.5 Monthly Recurring Charge	\$3.00 per 800/8XX number
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10.17.6 Directory Assistance	\$0.75/per call charge
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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.18 Affinity Association Program - ASTA Special Contract II

Affinity Association Program - ASTA Special Contract II is a presubscribed/switched business service offering that combines outbound 1+, toll free inbound and travel card services. Customers must commit to a Monthly Usage Level. All calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds. Interstate service is associated with intrastate service and the two must be ordered together.

Customers requesting to subscribe to this service must provide documentation to the Company showing the Customer is a member in good standing with the ASTA association.

10.18.1 Per Minute Rates (Inbound and Outbound)

MONTHLY USAGE LEVEL	PER MINUTE RATE
\$0.01 - \$49.99	\$0.1000
\$50.00 - \$499.99	\$0.1000
\$500.00/OVER	\$0.1000

10.18.2 Directory Assistance \$0.7500/per call charge.

10.18.3 Monthly Recurring Account Charge \$5.00/per account

10.18.4 Monthly Recurring 800/8XX Charge \$3.00/per 800/8XX number

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.18 Affinity Association Program - ASTA Special Contract II (Continued)

10.18.5 Travel Card Service

Customers subscribing to this program will be provided a travel card that allows them to make calls while away from the home or office. Travel Card calls originating and terminating within the state of Florida will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2500

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.19 Affinity Association Program - ASTA Special Contract III

Affinity Association Program - ASTA Special Contract III is a presubscribed/switched business service offering that combines outbound 1+, toll free inbound and travel card services. Customers need only subscribe to this service. They are not required to make any minimum monthly or term commitments. All calls will be billed in six (6) second increments, after an initial period, for billing purposes, of eighteen (18) seconds. Interstate service is associated with intrastate service and must be ordered together.

Customers requesting to subscribe to this service must provide documentation to the Company showing the Customer is a member in good standing with the ASTA association.

10.19.1 Per Minute Rates (Inbound and Outbound)

\$0.1000

10.19.2 Directory Assistance \$0.7500/per call charge

10.19.3 Monthly Recurring Account Charge \$5.00/per account

10.19.4 Monthly Recurring 800/8XX Charge \$3.00/per 800/8XX number

10.19.5 Travel Card Service

Customers subscribing to this program will be provided a travel card that allows them to make calls while away from the home or office. Travel Card calls originating and terminating within the state of Florida will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

Per Minute Rate  
\$0.2000

Per Call Surcharge  
\$0.2500

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.20 Carrier Domestic Termination by LATA - Option IX

Carrier Domestic Termination by LATA - Option IX Service is a dedicated service available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers that qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and Regional Bell Operating Company ("RBOC") where calls terminate.

10.20.1 Call traffic under this service option must meet the following other specifications:

- A. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- B. Calls which terminate in a non-RBOC area will be assessed an additional charge of \$0.0200 per minute.
- C. Directory Assistance per call charge is \$0.3800

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.20 Carrier Domestic Termination by LATA - Option IX (Continued)

10.20.2 Per Minute Rate

A. RBOC Areas

LATA	CALL TERM STATE	RBOC	RATE
448, 450, 452, 454, 456, 458, 460	FL	Bell South	\$0.0600

B. Independent LEC

CALL TERM STATE	RBOC	RATE
FL	Verizon	\$0.0950

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.21 Carrier Dedicated 1+ and Toll Free Origination Service

Carrier Dedicated 1+ and Toll Free Origination Service is a dedicated service that is available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate 1+ and originate toll free service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers that qualify for this service will receive call termination/origination at the rates specified below. This service is available for call origination/termination in RBOC and independent LEC areas. Rates are based upon the LATA where calls terminate and originate, and must commit to a 12-month Term Commitment Period and a Monthly Minimum Usage of \$400,000. The Customer's Monthly Minimum Usage Commitment is based on combined intrastate, interstate and international usage.

10.21.1 Call traffic under this service option must meet the following other specifications:

- A. A minimum of 80% of the Customers total minutes of use which terminate/originate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday.
- B. Outbound 1+ and inbound toll free calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- C. Directory Assistance Per Call Charge \$0.6500.

10.21.2 Per Minute Termination/Origination Rate

CALL TERM/ ORIGINATE STATE	TERM. RATE	ORIG. RATE
FL	\$0.0346	\$0.0251

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.22 Carrier Domestic Termination by LATA Service - X

Carrier Domestic Termination by LATA - X Service is a dedicated outbound 1+ service available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers must commit to a 12 month Term Commitment Period and a Monthly Usage Commitment Level of \$25,000. Customers that qualify for this service will receive call termination at the rates specified below. This service is only available for call termination in the RBOC and independent LEC areas listed in the rate schedules on the following pages. Rates are based upon the LATA and Regional Bell Operating Company ("RBOC") where calls terminate.

10.22.1 Call traffic under this service option must meet the following other specifications:

- A. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- B. Calls which terminate in a non-RBOC area will be assessed an additional charge of \$0.0200 per minute.
- C. Directory Assistance Per Call Charge is \$.3800.

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.22 Carrier Domestic Termination by LATA Service - X (Continued)

10.22.2 Per Minute Termination Rate

A. RBOC Areas

LATA	CALL TERM STATE	RBOC	RATE
120	FL	Bell South	\$0.0600

B. Independent LEC Termination Rate

CALL TERM STATE	RBOC	RATE
FL	Verizon	\$0.0950

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.23 Prime Business Switched/Dedicated Special Pricing

Prime Business Switched/Dedicated Special Pricing is an outbound 1+, inbound and calling card service available to presubscribed/switched or dedicated business customers. Dedicated Customers must commit to a 36 Month Term Commitment Period and a minimum Monthly Usage Commitment Level of \$100,000.00.

10.23.1 Per Minute Rates

Switched Service	
1+ Outbound Service	\$0.0900
Toll Free Inbound Service	\$0.0900
Dedicated Service	
1+ Outbound Service	\$0.0450
Toll Free Inbound Service	\$0.0450

10.23.2 Billing Increments

All outbound 1+ and inbound toll free calls will be billed in six (6) second increments, after an initial period, for billing purposes, of six (6) seconds, rounded up to the next whole six second increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

10.23.3 Termination Penalty (Applicable to DEDICATED SERVICE only.)

In the event the Customers subscribing to the dedicated service terminate service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty equivalent to the Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period, and will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty in the term agreement signed by the Customer at the initiation of service.

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## 10.23 Prime Business Switched/Dedicated Special Pricing, (Continued)

In the event Customers subscribing to the dedicate Monthly Usage Commitment Level does not meet the selected Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge equal to the difference between the Monthly Term Commitment Level and the actual Monthly Usage Commitment Level. The Deficiency Charge will be due when payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

Travel Card Service Type	Per Minute Rate	Per Call Surcharge
Switched Customer	\$0.1800	\$0.1000
Dedicated Customer	\$0.1800	\$0.1000

**10.23.7 Monthly Recurring Charge** **\$3.00/per 800/8XX number**

Switched Service	\$0.7500/per call charge
Dedicated Service	\$0.7500/per call charge

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SECTION 10 - CONTRACT SERVICES, (CONT'D.)

10.24 Brand Equity Domestic Service V

Brand Equity Domestic Service V is a switched/presubscribed telecommunications service offering combining inbound, outbound and travel card services to designated brand equity participant(s). This service offering is to be branded or co-branded under the trade and/or service marks owned by the brand equity participant(s) and the Company. A Brand Equity participant is defined as any business entity or individual within an industry, professional or business classification, or a commercial organization with affiliate franchisees, independent agents, independent distributors or other multiple commercial representatives who enter into an agreement with Company for the marketing of this service.

10.24.1 Inbound and Outbound Per Minute Rate

\$0.1000

10.24.2 Billing Increments

Inbound toll free and outbound 1+ calls will be billed at an initial minimum of eighteen (18) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

10.24.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida in addition to the per call surcharge listed below:

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.2000

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10.24.5 Monthly Recurring Charge	\$3.00 per 800/8XX number
10.24.6 Monthly Account Charge	\$1.75/per month
10.24.7 Directory Assistance	\$0.7500/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS

11.1 2Q Option D Promotion - Prime Business Switched Service

2Q Option D Promotion - Prime Business Switched Service is a presubscribed/switched promotional telecommunications service combining inbound, outbound and travel card services exclusively to new Telco business customers ordering Prime Business Switched Service between April 1, 1999, and June 30, 1999. Customers are billed at per minute rates based on a Minimum Monthly Usage Level for switched access services for origination and termination of long distance calls. Customers subscribing to this service are required to commit to a minimum term of 12 months and a Minimum Monthly Usage Level. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00 multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

11.2.1 Outbound and Inbound Per Minute Rates:

Minimum Monthly Usage Level	Per Minute Rate
\$100.00 - \$199.99	\$0.0900
\$200.00 - \$499.99	\$0.0900
\$500.00 - \$999.99	\$0.0900
\$1,000.00 - \$2,499.99	\$0.0900
\$2,500.00/Over	\$0.0900

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.1 2Q Option D Promotion - Prime Business Switched Service

11.2.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

11.2.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida. There is no surcharge.

Per Minute Rate: \$0.2000

11.2.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.2.5 Monthly 800/8XX Recurring Charge                      \$3.00/per 800 number

11.2.6 Monthly Recurring Account Charge                      \$5.00

11.2.7 Directory Assistance    \$0.75/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.2 2Q Option I Promotion - Prime Business Switched Service

2Q Option I Promotion - Prime Business Switched Service is a presubscribed/switched promotional telecommunications service combining inbound, outbound and travel card services exclusively to new Telco business customers that order Prime Business Switched Service between April 1, 1999, and June 30, 1999. Customers are billed at per minute rates based on a Minimum Monthly Usage Level for switched access services for origination and termination of long distance calls. Customers subscribing to this service are required to commit to a minimum term of 12 months and a Minimum Monthly Usage Level. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00 multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment Period.

11.2.1 Outbound and Inbound Per Minute Rates

Minimum Monthly Usage Commitment Level	Per Minute Rate.
\$100.00 - \$499.99	\$0.0950
\$500.00 - \$999.99	\$0.0950
\$1,000.00 - \$2,499.99	\$0.0950
\$2,500.00/Over	\$0.0950

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.2 2Q Option I Promotion - Prime Business Switched Service (Continued)

11.2.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

11.2.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rates apply for all travel card calls placed within the State of Florida. there is no surcharge.

Per Minute Rate: \$0.2000 .

11.2.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.2.5 Monthly 800/8XX Recurring Charge                      \$3.00/per 800 number

11.2.6 Monthly Recurring Account Charge                      \$5.00

11.2.7 Directory Assistance    \$0.75/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.3 Prime Business Select Dedicated Promotion

Prime Business Select Dedicated Promotion is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring dedicated access arrangements. This promotion is available through December 31, 1999. Customers subscribing to this service must commit to a minimum term of 12 months. A Customer's Minimum Monthly Usage Commitment Level must consist of one of the following Options:

OPTION I \$1,500.00/voice and data transmission type services;

OPTION II \$2,500.00/voice only transmission type services.

The Customer's Monthly Usage Level is based on combined intrastate, interstate and international service.

11.3.1 Outbound and Inbound Per Minute Rates:

Monthly Usage Commitment Level OPTION I/OPTION II	PER MINUTE RATES 12 Month Term OPTION I/OPTION II
\$1,500.00/\$2,500.00	\$0.0550/\$0.0550
\$5,000.00/\$5,000.00	\$0.0550/\$0.0550
\$7,500.00/\$7,500.00	\$0.0550/\$0.0550
\$10,000.00/\$10,000.00	\$0.0550/\$0.0550
\$15,000.00/\$15,000.00	\$0.0550/\$0.0550
\$25,000.00/\$25,000.00	\$0.0550/\$0.0550
Switched Access Overflow - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.	

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.3 Prime Business Select Dedicated Promotion (Continued)

11.3.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to OPTION I or OPTION II Minimum Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

11.3.3 Deficiency Charge

In the event Customer's Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level associated with OPTION I or OPTION II, whichever applies, and the Customer's Actual Monthly Usage. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

11.3.4 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.3 Prime Business Select Dedicated Promotion (Continued)

11.3.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1000

11.3.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.3.7 Monthly 800/8XX Recurring Charge                      \$3.00/per 800 number

11.3.8 Directory Assistance    \$1.40/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.4 Prime Business Communications Dedicated Promotion

Prime Business Communications Dedicated Promotion is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring dedicated access arrangements. This promotion is available through December 31, 1999. A Customer's Minimum Monthly Usage Commitment Level must consist of one of the following Options:

OPTION I      \$1,500.00/voice and data transmission type services;

OPTION II     \$2,500.00/voice only transmission type services.

The Customer's Monthly Usage Level is based on combined intrastate, interstate and international service.

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.4 Prime Business Communications Dedicated Promotion (Continued)

11.4.1 Outbound and Inbound Per Minute Rates:

Monthly Usage Commitment Level OPTION I/OPTION II	PER MINUTE RATES OPTION I/OPTION II
\$1,500.00/\$2,500.00	\$0.0500/\$0.0500
\$5,000.00/\$5,000.00	\$0.0500/\$0.0500
\$7,500.00/\$7,500.00	\$0.0500/\$0.0500
\$10,000.00/\$10,000.00	\$0.0500/\$0.0500
\$15,000.00/\$15,000.00	\$0.0500/\$0.0500
\$25,000.00/\$25,000.00	\$0.0500/\$0.0500
Switched Access Overflow - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.	

11.4.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.4 Prime Business Communications Dedicated Promotion (Continued)

11.4.3 Travel Card Per Minute Rates

Customers subscribing to this promotional service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

11.4.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.4.5 Monthly 800/8XX Recurring Charge                      \$3.00/per 800 number

11.4.6 Directory Assistance    \$1.40/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.5 Prime Business Communications Switched Promotion #2

Prime Business Communications Switched Promotion #2 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is available through December 31, 1999. Customers are billed at the flat per minute rates listed below.

11.5.1 Outbound and Inbound Per Minute Rate: \$0.0900

11.5.2 Billing Increments:

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

11.5.3 Travel Card Per Minute Rates

Customers subscribing to this promotional service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.5.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.5.5 Monthly 800/8XX Recurring Charge                      \$3.00/per 800 number

11.5.6 Directory Assistance    \$1.40/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.6 Prime Business Communications Switched Promotion #1

Prime Business Communications Switched Promotion #1 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is only available through December 31, 1999. Customers are billed at per minute rates based on actual total Minimum Monthly Volume Usage Levels for switched access services for origination and termination of long distance calls. A Customer's Monthly Volume Usage Level is based on combined intrastate, interstate and international usage.

11.6.1 Outbound and Inbound Per Minute Rates:

Monthly Volume Usage Levels	Per Minute Rates
\$0 - \$199.99	\$0.0900
\$200.00 - \$499.99	\$0.0900
\$500.00/Over	\$0.0900

11.6.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.6 Prime Business Communications Switched Promotion #1 (Continued)

11.6.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State in addition to the per call surcharge listed below.

Per Minute Rate	Per Call Surcharge
\$0.1800	\$0.1500

11.6.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.6.5 Monthly 800/8XX Recurring Charge                      \$3.00/per 800 number

11.6.6 Directory Assistance    \$1.40/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.7 Prime Business Select Switched Promotion #2

Prime Business Select Switched Promotion #2 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is available through December 31, 1999. Customers are billed at per minute rates based on actual total Monthly Volume Usage Levels for switched access services for origination and termination of long distance calls. A Customer's Monthly Volume Usage Level is based on combined intrastate, interstate and international usage. Customers subscribing to this service must commit to a minimum term of 12 months. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

11.7.1 Outbound and Inbound Per Minute Rates

Monthly Volume Usage Levels	12 Month Term Per Minute Rates
\$0 - \$99.99	\$0.0900
\$100.00 - \$199.99	\$0.0900
\$200.00 - \$499.99	\$0.0900
\$500.00/Over	\$0.0900

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.7 Prime Business Select Switched Promotion #2 (Continued)

11.7.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

11.7.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

11.7.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.7.5 Monthly 800/8XX Recurring Charge \$3.00/per 800 number

11.7.6 Directory Assistance \$1.40/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.8 Prime Business Select Switched Promotion #1

Prime Business Select Switched Promotion #1 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is available through December 31, 1999. Customers are billed at per minute rates based on actual total Monthly Volume Usage Levels for switched access services for origination and termination of long distance calls. A Customer's Monthly Volume Usage Level is based on combined interstate, intrastate and international usage. Customers subscribing to this service must commit to a minimum term of 12 months. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period.

11.8.1 Outbound and Inbound Per Minute Rates

Monthly Volume Usage Level	12 Month Term Per Minute Rates
\$0 - \$500.00	\$0.0900
\$501.00 - \$1,000.00	\$0.0900
\$1,001.00 - \$2,500.00	\$0.0900
\$2,501.00/Over	\$0.0900

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.8 Prime Business Select Switched Promotion #1 (Continued)

11.8.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

11.8.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

11.8.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.7.5 Monthly 800/8XX Recurring Charge 3.00/per 800 number

11.7.6 Directory Assistance \$1.40/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.9 Specialized Switched Promotion

Specialized Switched Promotion is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring presubscribed/switched access arrangements. This promotion is available through December 31, 1999. Customers are billed at per minute rates based on actual total Monthly Volume Usage Levels for switched access services for origination and termination of long distance calls. Customers subscribing to this service must commit to a minimum term of 12 months. In the event a Customer terminates service with the Company prior to the end of the 12-month Term Commitment Period, or in the event that the Company terminates service based on the Customer's default, the Customer will be responsible for paying a Termination Charge equal to \$100.00, multiplied by the number of months remaining in the Customer's agreed 12-month Term Commitment period. A Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international usage.

11.9.1 Outbound and Inbound Per Minute Rates

Monthly Volume Usage Level	12 Month Term Per Minute Rates
\$0 - \$500.00	\$0.0900
\$501.00 - \$1,000.00	\$0.0900
\$1,001.00 - \$2,500.00	\$0.0900
\$2,501.00/Over	\$0.0900

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.9 Specialized Switched Promotion (Continued)

11.9.2 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of eighteen (18) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

11.9.3 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

11.9.4 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.9.5 Monthly 800/8XX Recurring Charge                      \$3.00/per 800 number

11.9.6 Directory Assistance    \$1.40/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.10 Specialized Dedicated Promotion #1

Specialized Dedicated Promotion #1 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring dedicated access arrangements for voice transmission service types. This promotion is available through December 31, 1999. Customers subscribing to this service promotion must commit to a minimum term of 12 months and a Minimum Monthly Usage Commitment Level of \$2,500.00. The Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international service.

11.10.1 Outbound and Inbound Per Minute Rates

Monthly Volume Usage Level	12 Month Term Per Minute Rates
\$2,500.00 - \$4,999.99	\$0.0550
\$5,000.00/Over	\$0.0550
Switched Access Overflow - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.	

11.10.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Minimum Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.10 Specialized Dedicated Promotion #1 (Continued)

11.10.3 Deficiency Charge

In the event Customer's Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

11.10.4 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

11.10.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.10 Specialized Dedicated Promotion #1 (Continued)

11.10.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.10.7 Monthly 800/8XX Recurring Charge                      \$2.00/per 800/8XX number

11.10.8 Directory Assistance    \$1.40/per call charge

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.11 Specialized Dedicated Promotion #2

Specialized Dedicated Promotion #2 is a promotional telecommunications service offering inbound, outbound and travel card services to business customers requiring access arrangements for both voice and data transmission type services. This promotion is available through December 31, 1999. Customers subscribing to this service must commit to a minimum term of 12 months and a Minimum Monthly Usage Commitment Level of \$1,500.00. The Customer's Monthly Usage Commitment Level is based on combined intrastate, interstate and international usage.

11.11.1 Outbound and Inbound Per Minute Rates

Monthly Volume Usage Level	12 Month Term Per Minute Rates
\$1,500.00 - \$4,999.99	\$0.0550
\$5,000.00/Over	\$0.0500
Switched Access Overflow - utilized when dedicated traffic overflows to the switched network. The Switched Access Overflow per minute rate is \$0.0950.	

11.11.2 Termination Penalty

In the event the Customer terminates service with the Company prior to the end of the Monthly Term Commitment Period or in the event that Company terminates service based upon Customer's default, Customer will pay a Termination Penalty to the Company equivalent to the Minimum Monthly Usage Commitment Level multiplied by the number of months remaining in the Monthly Term Commitment Period. The Termination Penalty will be due immediately upon termination of service. The Customer will be made aware of the Termination Penalty as it will be described in the term agreement signed by the Customer at the initiation of service.

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.11 Specialized Dedicated Promotion #2 (Continued)

11.11.3 Deficiency Charge

In the event Customer's Monthly Usage does not meet the Minimum Monthly Usage Commitment Level in any invoice period during the Monthly Term Commitment Period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Minimum Monthly Usage Commitment Level and the Customer's Actual Monthly Usage. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

11.11.4 Billing Increments

Each direct-dialed call and inbound toll free call completed will have an initial minimum of six (6) seconds and any time beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

11.11.5 Travel Card Per Minute Rates

Customers subscribing to this service will be provided with a travel calling card that allows them to make long distance calls while away from the home or office. The following per minute rate applies for all travel card calls placed within the State. A per call surcharge does not apply.

Per Minute Rate	Per Call Surcharge
\$0.2000	\$0.0000

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SECTION 11 - COMMERCIAL SERVICES PROMOTIONAL OFFERINGS, (CONT'D.)

11.11 Specialized Dedicated Promotion #2 (Continued)

11.11.6 Travel Card Billing Increments

Calls will be billed at an initial minimum of thirty (30) seconds, and anytime beyond that minimum will be billed in addition using six (6) second increments, rounded up to the next whole six second (1/10 of one minute) increment. If the computed charge includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

11.11.7 Monthly 800/8XX Recurring Charge                      \$2.00/per 800/8XX number

11.11.8 Directory Assistance    \$1.40/per call charge

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*This Price List replaces in its entirety the current Comtel Telcom Assets LP d/b/a Excel Telecommunications F.P.S.C. No. 2 - Local currently on file with the Commission.*

THIS PRICE LIST APPLIES TO  
LOCAL EXCHANGE SERVICES OFFERED BY

MATRIX TELECOM, INC.  
D/B/A  
EXCEL TELECOMMUNICATIONS

This price list contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Matrix Telecom, Inc. d/b/a Excel Telecommunications 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 at 433 E. Las Colinas Blvd., Ste. 400, Irving, Texas 75039.

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CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original price list that are in effect as of the date indicated.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*	70	Original	*
21	Original	*	46	Original	*	71	Original	*
22	Original	*	47	Original	*	72	Original	*
23	Original	*	48	Original	*	73	Original	*
24	Original	*	49	Original	*	74	Original	*
25	Original	*	50	Original	*	75	Original	*

\* - indicates those pages included with this filing

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CHECK SHEET, (CONT'D.)

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77	Original	*	92	Original	*	106	Original	*
78	Original	*	93	Original	*	107	Original	*
79	Original	*	94	Original	*	108	Original	*
80	Original	*	95	Original	*	109	Original	*
81	Original	*	96	Original	*	110	Original	*
82	Original	*	97	Original	*	111	Original	*
83	Original	*	98	Original	*	112	Original	*
84	Original	*	99	Original	*	113	Original	*
85	Original	*	100	Original	*	114	Original	*
86	Original	*	101	Original	*	115	Original	*
87	Original	*	102	Original	*	116	Original	*
88	Original	*	103	Original	*	117	Original	*
89	Original	*	104	Original	*	118	Original	*
90	Original	*						

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EXPLANATION OF SYMBOLS

- (C) Indicates a Change in Regulations
- (D) Indicates a Discontinued Rate or Regulation
- (E) Indicates a Correction of an Error Made During a Revision
- (I) Indicates a Rate Increase
- (M) Indicates a Move of Text but no Change in Text, Rate or Regulation
- (N) Indicates a New Rate or Regulation
- (R) Indicates a Rate Reduction
- (T) Indicates a Change in Text but no Change in Rate or Regulation

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### PRICE LIST FORMAT

- A. Sheet Numbering - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially however, new pages are occasionally added to the price list. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Check Sheet - When a price list is filed with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the price list pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made. The price list user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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## SECTION 1-DEFINITIONS

The definitions specified herein apply to the intrastate local exchange services and facilities furnished by Comtel Telecom Assets LP d/b/a Excel Telecommunications (hereinafter also referred to as "the Company") in the State of Florida.

**ACCESS LINE** - A central office line which provides access to the telephone network for local and long distance telephone services.

**AIR LINE MEASUREMENT** - The shortest distance between two points.

**ANCILLARY DEVICES** - All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

**ANSWERING EQUIPMENT** - Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

**APPLICANT** - Any person, partnership, cooperative corporation, corporation, or any combination thereof requesting affirmative service or action from the Company.

**AUTHORIZED USER** - A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the price list and (1), on whose premises a station of the private line service is located or (2), who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**BUILDING** - A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the wires or cables of the Company can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term 'Same Building' applies individually to each of the separate structures.

**BUSINESS SERVICE** - Telecommunications service furnished to customers where the primary or obvious use is of a business, professional or occupational nature.

**CALL** - An attempted communication, whether completed or not.

**CALLING AREA** - See Local Service Area.

**CANCELLATION CHARGES** - A charge applicable under certain conditions when application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before contract period is completed.

**CENTRAL OFFICE** - A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

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SECTION 1 - DEFINITIONS, (CONT'D.)

COMPANY - Comtel Telcom Assets LP d/b/a Excel Telecommunications.

COMMISSION - Florida Public Service Commission.

CUSTOMER TROUBLE REPORT - Any oral or written report from a customer or user of telecommunications service received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities.

DELINQUENT BILLS - Outstanding account balances which are not paid by the due date.

DEMARCATIION POINT - The point of interconnection between Company communications facilities and the terminal equipment, protective apparatus or wiring at a subscriber's premises. The Demarcation Point is located on the customer's side of the Company's protector or equivalent, where a protector is not used, and consists of a modular jack or equivalent.

DIRECT CONNECTION - Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

DIRECTORY - A book which alphabetically lists each telephone customer with his/her address and telephone number.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**DIRECTORY ASSISTANCE SERVICE** - A service provided to assist customers in obtaining telephone numbers which are or are not listed in the directory.

**DIRECTORY ASSISTANCE CALL COMPLETION** - A service provided that gives customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance (DA) operator.

**DIRECTORY LISTING** - The publication of the Company's directory and/or directory assistance records, of information relative to a customer's telephone number, by which telephone users are able to ascertain the call number of a desired station.

**DISCONNECT NOTICE** - The written notice sent to a customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

**DISCONNECTION OF SERVICE** - An arrangement made at the request of the customer or initiated by the Company for violation of price list regulations by the customer, for a permanent interruption of telephone service. A "final" bill would be rendered showing moneys owed to the Company as of the date the service was disconnected.

**ENTRANCE FACILITIES** - Facilities extending from the point entrance on private property to the premises on which service is furnished.

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SECTION 1 - DEFINITIONS, (CONT'D.)

EXCHANGE - A unit established by the Company for the administration of telecommunications service in a specified area for which a separate local rate schedule is provided. The area usually embraces a city, town, or village and its environs. It consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

EXCHANGE AREA - The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

EXCHANGE LINE - Any circuit connecting an exchange access line with a central office.

EXCHANGE SERVICE - Exchange service is a general term describing as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this Price List.

- (a) Flat Rate Service: A classification of exchange service furnished a customer under price list provisions, for which a stipulated charge is made, regardless of the amount of use.
- (b) Individual Line Service: A classification of exchange service which provides that only one exchange access line shall be served by the circuit connected.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**EXCHANGE SERVICE AREA** - The area within which the Company furnishes complete local telephone service at the applicable exchange rates for that area.

**EXTENDED AREA SERVICE** - A type of telephone service furnished under price list provisions whereby customers of a given exchange may complete calls to and/or may receive calls from one or more exchanges without the application of long distance message telecommunications charges.

**FACILITIES** - All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

**FAMILY** - A group of two or more persons related by blood, marriage or adoption and residing together. A primary family consists of the head of a household and all (one or more) other persons in the household related to the head. A secondary family comprises two or more persons such as guests, lodgers, or resident employees and their relatives, living in a household or quasi-household (other than the negligible number or such groups among inmates or institutions) and related to each other.

**FLAT-RATE SERVICE** - A classification of exchange service furnished a customer under price list provisions for which a stipulated charge is made regardless of the amount of use.

**FOREIGN EXCHANGE SERVICE** - Exchange Service furnished under price list provisions by means of a circuit connecting a customer's premises with a central office of an exchange other than that which regularly serves the exchange area in which the customer is located.

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SECTION 1 - DEFINITIONS, (CONT'D.)

GENERAL EXCHANGE SERVICES - Services furnished by the Company connected to or associated with primary Local Exchange Service.

HARM - Electrical hazards to Company personnel, damage to Company equipment, malfunctions of Company billing equipment, and degradation of service to persons other than the user as well as the calling or called party.

HOUSEHOLD - A Household comprises all persons who occupy a dwelling unit, that is, a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A Household includes the related persons (the head of the household and others in the dwelling unit who are related to the head) and also the lodgers and employees, if any, who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a Household.

ILEC - Incumbent Local Exchange Carrier.

INDIVIDUAL LINE SERVICE - A classification of exchange service furnished under price list provisions which provides that only one exchange access line shall be served by the circuit connected.

INITIAL NONRECURRING CHARGE - A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

INITIAL SERVICE PERIOD - The minimum period of time for which service is provided.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**INSTALLATION CHARGE** - A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge, and may apply in addition to Service Connection Charges.

**INTERCEPT SERVICE** - A service arrangement provided by the Company whereby calls placed to a disconnected or discontinued telephone number are intercepted and the calling party is informed by an operator or by a recording that the called telephone number has been disconnected, discontinued, changed to another number, or that calls are received by another telephone.

**INTERFACE**

- (a) The junction or point of interconnection between two systems or equipments having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premises of the Customer. Also referred to as Demarcation Point.

**INTERFACE EQUIPMENT** - Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

**INTRALATA** - Long Distance Message Telecommunications Service where service point locations are within the same Local Access and Transport Area (LATA).

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SECTION 1 - DEFINITIONS, (CONT'D.)

LOCAL ACCESS AND TRANSPORT AREA (LATA) - Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating telephone company exchanges which are grouped to serve common, social, economic and miscellaneous purposes.

LOCAL CALLING AREA - See Local Service Area.

LOCAL CHANNEL - Applies to that portion of a channel which connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within an exchange area.

LOCAL EXCHANGE SERVICE - Provides for telephone communication within local service area in accordance with the provisions of this Price list, including the use of exchange facilities required to establish connection between exchange access lines.

LOCAL MESSAGE - A communication between two access lines within the local service area of the calling telephone.

LOCAL MESSAGE CHARGE - The charge that applies for a completed message that is made when the calling access line and the called access line are both within the same local calling area where a local message charge is applicable.

LOCAL SERVICE - The intercommunication (by means of facilities connected with a Company central office or offices and under the provisions of the Company) between access lines located in the same exchange or in different exchanges between which no long distance (toll) rates or charges apply.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**LOCAL SERVICE AREA (LOCAL CALLING AREA)** - The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under extended area service arrangement.

**LOCAL SERVICE CHARGE** - The charge for furnishing facilities to enable a customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

**MAINTENANCE SERVICE CHARGE** - A charge made by the Company when a service difficulty or trouble report results from customer-provided equipment or facilities.

**MESSAGE** - A communication between two exchange access lines. Messages may be classified as local or toll.

**MILEAGE** - The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

**MINIMUM CONTRACT PERIOD** - The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**NETWORK CONTROL SIGNALING** - The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification and audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

**NETWORK CONTROL SIGNALING UNIT** - The terminal equipment furnished, installed and maintained by the Company for the provisions of network control signaling.

**NETWORK INTERFACE** - See Interface.

**NON-LISTED TELEPHONE NUMBER** - A telephone number associated with an exchange line which, at the request of the customer, is not listed in a telephone directory but may be obtained from the Directory Assistance Operator.

**NON-PUBLISHED TELEPHONE NUMBER** - A telephone number associated with an exchange access line which, at the request of the customer, is not listed in a telephone directory and is not made available to the general public by the Company.

**NONRECURRING CHARGE** - A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**ONE-PARTY SERVICE** - Any exchange access line designed for the provision of exchange service to one premises.

**OTHER COMMON CARRIER (OCC)** - Denotes Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing services authorized by the Federal Communications Commission.

**OTHER COMMON CARRIER TERMINAL LOCATION** - A discrete operational and equipment location of the OCC from which the OCC furnishes and administers common carrier communications services to its patrons.

**PERMANENT DISCONNECT** - A discontinuance of service in which the facilities used in the service are immediately made available for use of another service.

**PERSON** - Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

**PREMISES** - Building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**PREMISES WIRING** - All wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises inside wire is located on the customer's side of the Company's premises protector. By definition, Customer Premises Inside Wire excludes riser, buried and aerial cable.

**PREASSIGNED NUMBER** - A telephone number preassigned before service is actually established.

**PRESUBSCRIPTION** - Presubscription is the process by which end user customers may select and designate to the Telephone Company an Interexchange Carrier (IC) to access, without an access code, for interLATA/interstate or interLATA/intrastate calls. This IC is referred to as the end user's predesignated IC.

**PREWIRING** - Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

**PRIMARY TERMINATION** - Applied to channels which extend beyond the continuous property of a customer or the confines of a single building housing the premises of more than one customer. Also, denotes the first termination of such a channel at a station or PBX on the continuous property of a customer. When more than one customer's premises is located within the same building, the first termination of such a channel at that building constitutes a "Primary Termination." For purpose of this definition, the location of a "Primary Termination" for channel services associated with "Switching System Services" is considered to be at the "Switching System Services" serving central office. When the "Switching System Services" serving central office is not in the same exchange as the main location, the "Mileage Service Area" center for the main location will be used in lieu of the "Switching System Services" serving central office.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**PUBLISHED TELEPHONE NUMBER** - A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

**RATE CENTER** - A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

**REFERENCE LISTING** - The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

**RESIDENCE EXCHANGE ACCESS LINE** - An exchange access line used to provide exchange telephone service to a residence customer.

**RESIDENTIAL SERVICE** - Telecommunications service furnished to customers when the actual or obvious use is for domestic purposes.

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SECTION 1 - DEFINITIONS, (CONT'D.)

ROTARY LINE SERVICE - A central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

SERVICE CALL - A visit to a customer's premises in connection with a service difficulty. See also Maintenance Service Charge.

SERVICE CHARGES - A nonrecurring charge applying to the provisions of telephone service.

SUBSCRIBER - Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this price list and responsible for the payment of charges and compliance with the rules and regulations of the Company.

SUPPLEMENTAL CONTRACT - A contract for service, equipment or facilities in addition to that provided for under the original contract.

SUSPENSION OF SERVICE - An arrangement made at the request of the customer or initiated by the Company, for temporarily interrupting service.

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SECTION 1 - DEFINITIONS, (CONT'D.)

PRICE LIST - The schedule of the Company containing all rates, and charges stated separately by type or kind of service and the customer class, and the rules and regulations of the Company stated separately by type or kind of service and the customer class as filed with the Commission.

TELECOMMUNICATIONS SERVICES - The various services offered by the Company as specified in this price list.

TELEPHONE NUMBER - A numerical designation assigned to a customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed 'Central Office Designation'.

TELEPHONE OR TELECOMMUNICATIONS NETWORK - The local telephone exchange and long distance message telecommunications facilities, or network; both inter and intrastate.

TEMPORARY DISCONNECTION - See Suspension of Service.

TEMPORARY SERVICE - The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**TERMINATION AGREEMENT** - An agreement between the Company and the customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

**TERMINATION CHARGE** - A charge made to liquidate a customer's obligation for termination of service prior to the expiration of the initial contract period.

**TERMINATION OF SERVICE** - The discontinuance of service or facilities provided by the Company, either at the request of the customer or by the Company, under its regulations concerning cancellation for cause.

**TONE DIALING SERVICE** - A classification of exchange service whereby calls are originated through the use of tone dial instruments in lieu of a rotary dial instrument.

**TRUNK** - A telephone communication path connecting a central office and customer premises equipment, used in the establishment of end-to-end service.

**UNBUNDLED NETWORK ELEMENT** - Physical and functional elements of the network that can be combined into a complete set in order to provide end-to-end circuits.

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## SECTION 2.0 -RULES AND REGULATIONS

### 2.1 APPLICATION OF PRICE LIST

The rules and regulations contained in this Section apply to the services and facilities provided by the Company in the State of Florida. When services and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to the portion of the services or facilities furnished by the Company. Failure on the part of the customer to observe these rules and regulations after due notice of such failure, automatically gives the Company the right to discontinue service to that customer.

- 2.1.1 In the event of a conflict between any rate, rule, regulation or provision contained in this price list and any rate, rule, regulation or provision contained in the price lists of Companies in which the Company concurs, the rate, rule, regulation or provision contained in this price list shall prevail.
- 2.1.2 Should there be any conflict between this price list and the Rules and Regulations of the Commission, the Commission's rules shall apply unless otherwise established by the courts.

### 2.2 AVAILABILITY OF FACILITIES

#### 2.2.1 General

The Company's obligation to furnish, or continue to furnish, telecommunications service is dependent upon its ability to obtain, retain, and maintain, without unreasonable expense, suitable rights-of-way and facilities, and to provide for the installation of those facilities required to furnish and maintain that service. Local Exchange Service is provided in the Local Service Areas as specified below:

#### 2.2.2 Local Calling Scopes and Availability

The Company concurs with the Local Exchange Tariff(s) and General Exchange Tariffs offered by AT&T and Verizon in the State of Florida. Exchange Areas for all Customers whose premises are located in AT&T territory (AREA 1 and AREA 1a) and Verizon territories (AREA 2 and AREA 2a) will be the same as AT&T's and Verizon's service areas except where noted by service or rate element. The exchanges which comprise the AT&T and Verizon service areas are specified in Sections 2.2.2 following.

Customers in Verizon territory may also be billed according to Zones 1, 2 and 3 as established and defined by Verizon.

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SECTION 2.0 -RULES AND REGULATIONS, (CONTD.)

2.2 AVAILABILITY OF FACILITIES (Continued)

2.2.2 Local Calling Scopes and Availability, (Continued)

A. Local Service AREA 1 (Bell South)

Belle Glade	Fernando Beach	Melbourne	Perrine
Boca Raton	Flagler Beach	Merritt Island	Panama City Beach
Boynton Beach	Fort Lauderdale	Miami	Ponte Verda Beach
Cocoa	Gainesville	Micco	Pompano Beach
Cocoa Beach	Gulf Breeze	North Dade	Port St. Lucie
Coral Springs	Hobe Sound	New Smyrna Beach	Sanford
Daytona Beach	Hollywood	Orange Park	St. Augustine
Debary	Jacksonville Beach	Orlando	Stuart
Deerfield Beach	Jacksonville	Oviedo	Titusville
Deland	Jensen Beach	Pahokee	Vero Beach
Delray Beach	Jupiter	Panama City	Weekiwachee Springs
Deltona	Keys	Pensacola	West Palm Beach
Eau Gallie	Lake Mary		

B. Local Service AREA 1a (Bell South)

Archer	Fort George	Lake City	Palm Coast
Baldwin	Fort Pierce	Lynn Haven	Penney Farms
Bronson	Fountain	Maxville	Pierson
Brooksville	Geneva	Micanopy	Pomona Park
Bunnell	Graceville	Middleburg	Sebastian
Cantonment	Green Cove Springs	Milton	St. Johns
Cedar Keys	Havana	Munson	Sunny Hills
Chiefland	Hawthorne	Newberry	Trenton
Chipley	Holley Navarre	Oak Hill	Vernon
Cross City	Homestead	Old Town	Welaka
Deleon Springs	Jay	Pace	Yankeetown
Dunnellon	Julington	Palatka	Yulee
East Orange	Keystn Hts		

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.2 AVAILABILITY OF FACILITIES (Continued)

2.2.2 Local Calling Scopes and Availability, (Continued)

C. Local Service AREA 2 (Verizon)

Anna Maria	Hyde Park	Pasedena	St. Petersburg Main
Bayou	Indian Rocks	Pinellas	St. Petersburg South
Bayshore	Lakeland Main	Sarasota Main	Sulphur Springs
Beach Park	Largo	Sarasota Northside	Sweetwater
Bradenton Bay	Lealman	Sarasota Southside	Tampa Main
Carroll Wood	Longboat Key	Seven Springs	Tampa Westside
Clearwater	North Gulf Beach	Siesta Key	Temple Terrace
Countryside	Oldsmar	South Gulf Beach	University
Dunedin	Osprey	St. Armand Key	Venice Maine
Feathersound	North Port	St. George	Wallcraft
Gandy	Palma Sola		

D. Local Service AREA 2a (Verizon)

Alafia	Lutz
Auburndale	Moon Lake
Bartow	New Port Richey
Bradenton Main	North Port
Brandon	Palmetto
Cypress Gardens	Sarasota Springs
Englewood	Seminole
Haines City Main	Skyway
Highlands	Tampa East
Hudson	Tarpon Springs
Keystone	Venice South
Lake Alfred	Wesley Chapel
Lake Wales Main	Winter Haven
Lakeland East	Ybor
Lakeland North	Zephyrhills

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.2 AVAILABILITY OF FACILITIES (Continued)

2.2.3 Maps

The Company concurs with Bell South's and Verizon's Local Exchange Local Exchange Maps reflecting base rate areas, exchange area, and zone area boundaries which are part of their local exchange tariff(s).

2.3 CUSTOMER SERVICE AND PROTECTION

This part of the Rules and Regulations Section of the price list provides information to telephone consumers about: resolving disputes with the Company, applying for service, the classification of business and residential rates, deposits, billing, refusal of service, disconnection of service and cancellation of service. The Company relies on principles established by the Commission.

2.3.1 Resolution of Disputes

Any customer or applicant for service who wishes to dispute any action or determination of the Company under the Company's customer service rules shall be given an opportunity for a supervisory review by the Company.

2.3.2 Application for Service

Application for service, or requests from customers for additional service or changes in the grade or class of service, become contracts when received by the Company and are subject to the minimum contract term of one month unless specified otherwise. The Company reserves the right to require application for service to be made in writing on forms supplied by it.

Any general change in rates, rules or regulations modifies the terms of the contract to the extent of such change without further notice. However, if rates are increased, the customer may cancel his contract upon reasonable written notice and upon payment for all service and any contractual liability.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.3 Refusal of Service

The Company may refuse service to a customer or applicant whose service has been discontinued for non-payment of bills for any telecommunications service. The customer or applicant will be required to pay all bills due the Company for telecommunications service or make other arrangements satisfactory to the Company to re-establish credit before service is restored or service started.

If service is established and it is subsequently determined that the customer or applicant is indebted to the Company for service previously furnished, the Company may suspend or terminate such service until satisfactory arrangements have been made for the payment of prior indebtedness.

2.3.4 Application Of Business Or Residence Rates

A. Business rates apply at the following locations:

- a. in offices, stores, factories, and all other places of a strictly business nature;
- b. in boarding houses (except as noted below), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs, or lodges, public, private or parochial schools, colleges, hospitals, libraries, churches, and other similar institutions, except in churches and lodges as specified below;
- c. at residence locations when the customer has no regular business telephone, and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than a residential nature. This fact might be indicated by some form of Customer advertising, or when such business use is not typically characteristic of residential telephone usage;
- d. at residential locations where the service is located in a shop, office or other place of business;

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.4 Application Of Business Or Residence Rates (Continued)

A. Business rates apply at the following locations: (Continued)

- e. in college fraternity houses where the members lodge within the house;  
and/or
- f. at any location where the location and expected usage of telephone  
service at that location are indicative of a business, trade or profession.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.4 Application of Business or Residence Rates, (Continued)

A. Residence rates apply at the following locations:

- a. in a private residence where business listings are not provided;
- b. in private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use and which are not advertised as a place of business;
- c. in the place of residence of a clergyman, physician, nurse or other medical practitioner, provided the office is located in their residence and is not a part of an office building. In any such cases, the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply;
- d. in a private stable or garage when strictly a part of a domestic establishment;
- e. in churches where the service is not accessible for public use as in a clergyman's study; and/or
- f. in fire department dormitories or sleeping quarters where the telephone number is not published, and the telephone is not available for use by the general public.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.5 Deposits

A. Requirements for Permanent Residential Applicants

- a. The Company may require a residential applicant for service to establish satisfactory credit, but establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared the service. Credit history maintained by one must be applied equally to the other without modification and without additional qualifications not required of the other.
- b. Subject to the following condition, a residential applicant may not be required to pay a deposit:
  - 1. if the residential applicant has been a customer of any telephone company within the last two years and is not delinquent in payment of any such telephone service account and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such service was paid after becoming delinquent and never had service disconnected for nonpayment;
- c. The Company may require an initial deposit from residential customers if:
  - 1. the customer has on more than one occasion during the last twelve (12) consecutive months of service been delinquent in paying a bill for telephone service; or
  - 2. the customer's service was disconnected for nonpayment.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.5 Deposits, (Continued)

B. Requirements for Business Service Customers

If the credit of a business applicant for service has not been satisfactorily established to the Company, the applicant may be required to make a deposit.

C. Establishment and Reestablishment of Credit

An applicant who had previously been a customer of the Company and whose service had been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due the Company, or execute a deferred payment agreement, if offered, to reestablish credit.

The Company may conduct a credit investigation of each customer or applicant prior to accepting a service order, or customer deposit. A customer whose service has been discontinued by the Company for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

D. Amount of Deposit for Permanent Residential and Business Service

1. Initial Deposit - The initial deposit is an amount equivalent to one-sixth (1/6) of the estimated annual billings including the charges of interexchange carriers where the Company provides billing for the interexchange carrier.
2. Additional Deposit Requirements - The Company reserves the right to request additional deposit if needed.
3. In determining the amount of any deposit permitted in this price list, no revenue from estimated telephone directory advertising will be used.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.5 Deposits, (Continued)

E. Refund of Deposit

- a. If service is not connected or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless in accordance with these rules.
- b. When the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive business billings without having service disconnected for nonpayment and without having more than two occasions on which a bill was delinquent, and when the customer is not delinquent in the payment of current bills, the Company may refund the deposit, including interest, to the customer in the form of cash or credit to a customer's bill or void the guarantee.. If the customer does not meet these refund criteria, the deposit may be retained.

F. Deposit Not to Affect Regular Collection Practices

The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation, nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sum due the Company for services rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company (to secure the payment of such bills).

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.6 Billing and Payment For Service

A. General

The customer is responsible for payment of all charges for services furnished, including charges for service originated or accepted at the customer's access line.

Monthly rates for any service provided under this Tariff will apply for each month, or partial month. When a Customer cancels service or when service is discontinued by the Company during a billing cycle, new charges will not be assessed for billing periods subsequent to the discontinuance of service.

B. Disputed Bills

In the event of a dispute between a customer and the Company over any bill for utility service, the Company shall make an appropriate investigation and report the results to the customer.

- a. The customer shall pay all charges for monthly service in advance. Payment is due on or before the due date which is not less than fifteen (15) days after issuance of the bill. The postmark, if any, on the envelope of the bill, or the issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the bill is not paid by the due date, the Company will notify the customer in writing that the account is delinquent. The Company may discontinue service not less than ten (10) days after written notice has been sent to the customer.
- b. A one-time penalty not to exceed 4.0% may be made on delinquent commercial or industrial bills; however, no such penalty shall apply to residential bills under this section. Residential customers are assessed a late payment charge as set forth in Section 2.3.10.
- c. Any applicant or one for whom an application is made, owing the Company for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid before any additional service will be furnished.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.6 Billing and Payment For Service, (Continued)

C. Adjustments of Charges for Service Interruptions

In the event a customer's service is interrupted other than by the negligence or willful act of the customer and remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after the customer reports to the Company that the service is out of order, the Company may make an appropriate adjustment to the customer's bill.

D. Multi-Brand and Affiliate Credit and Collections Practices

Excel may collect on behalf of the Company and/or its affiliates or brands in one or more transactions as permitted by law. Excel reserves the right to apply credit balances from one Excel affiliate to another to satisfy outstanding account balances.

E. Alternative Payment Processing

Excel allows Customers to make payment for services rendered through alternative payment processing options, including but not limited to, credit card payments and automated clearing house ("ACH") transactions. Customers may make payment using alternative payment processing through Excel's Customer Care Center, the Company's internet website or other methods approved by Excel. The acceptance of alternative payment processing options for the satisfaction of the Customer's debts to Carrier shall not constitute a waiver by Carrier of its right to payment by legal tender.

Customers may elect to enroll in Excel's Recurring Payment Plan, whereby the Customer's payment is automatically processed by Excel each month through the Customer's selected alternative payment processing option.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.7 Discontinuance of Service

A. Discontinuance with notice

Proper notice consists of a separate mailing or hand delivery at least ten (10) days prior to the stated date of disconnection. Telephone service may be disconnected after proper notice for any of the following reasons:

- a. failure to pay a delinquent account for telephone service;
- b. violations of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or relating to the operation of nonstandard provided equipment, if a reasonable attempt has been made to notify the customer, and the customer has been afforded a reasonable opportunity to remedy the situation;
- c. failure to comply with the Company's deposit arrangements in accordance with Section 2.3.5., preceding; and/or
- d. returned check from the customer.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.7 Discontinuance of Service, (Continued)

B. Discontinuance without notice

Telephone service may be disconnected without notice under either of the following conditions:

1. a known dangerous condition exists; and/or
2. service is connected without authority by a person who has not applied for service or who has reconnected service without authority.

C. Collection costs

The customer is responsible for all collection costs, including attorney's fees, incurred by the Company as a result of any breach of contract by the customer.

D. Disputes

In the event of a dispute between a customer and the Company, the Company shall not disconnect service pending completion of a supervisory review of the dispute as provided in Section 2.3.1., above.

2.3.8 Cancellation of Application For Basic Service

When the customer cancels an application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies.

When installation of service has been started prior to the cancellation, a cancellation charge equal to the minimum service charge shall apply.

Where special construction has been started prior to the cancellation, a charge equal to the cost incurred in the special construction, less net salvage, applies. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection with the installation which would not otherwise have been incurred.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.9 Returned Check Charge

In addition to any late payment charges specified in this price list, the customer will be assessed a charge of \$15.00 for each check, bank draft, or electronic funds transfer submitted by the customer to the Company which a financial institution refuses to honor.

2.3.10 Late Payment Charge

If any portion of a Customer's payment is not received by the Company two business days prior to the next billing cycle, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment charge shall be due to the Company. The late payment charge shall be the portion of the payment not received two business days prior to the next billing cycle, multiplied 1.5%. For unpaid balances of \$10.00 or more, a minimum late payment charge of \$5.00 shall apply.

Late payment charges do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. Any disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date noted on the Customer's bill.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.3 CUSTOMER SERVICE AND PROTECTION, (Continued)

2.3.11 Restoration of Service

If a Customer's service is restored after having been suspended and/or disconnected in accordance with this price list but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

When a Customer's service has been disconnected in accordance with this price list and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

Service initiated after the discontinuance for non-payment will be subject to the standard non-recurring charges for new service as defined in Sections 3 and 4 of this price list. Service that has been re-established may require the assignment of a new telephone number.

If any Company service has been suspended, restricted, or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of restriction or suspension and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payments are made by personal check, restoration of service will be effected upon bank clearance of the check.

If service is established and it is subsequently determined that the Customer is indebted to the Company for service previously furnished, the Company may restrict, suspend or terminate such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

A Customer who has service restricted, suspended, or disconnected may be subject to all standard non-recurring charges defined in Sections 3 and 4 of this price list during the restoration of service.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.4 USE OF SERVICE AND FACILITIES

2.4.1 Use of Service

- A. General - The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage, or that of any of his authorized users.
- B. Transmitting Messages - The Company does not transmit messages but offers the use of its facilities for communications between its customers.
- C. Use of Lines of Other Companies - When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to points not reached by the Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the connecting company.
- D. Unauthorized Attachments or Connections - No unauthorized equipment, accessory, apparatus, circuit or device shall be attached to or connected with Company facilities. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his premises because of the use of such attachments or connections.

Except as otherwise provided in this Price list, nothing herein shall be construed to permit the use of a device to interconnect any Company-owned line or channel with any other communications line or channel of the Company or of any other person.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.4 USE OF SERVICE AND FACILITIES, (Continued)

2.4.2 Obligations of Customers

- A. Alterations - The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's facilities, and the customer agrees to pay the Company's current costs for such changes.
- B. Use of Commercial Power - Unless specifically provided otherwise in this price list, when commercial power is used for the operation of customer provided premises equipment, the customer provides the necessary power wiring, power outlets and commercial power and assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.
- C. Reimbursement to the Company for damages - The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this price list caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Company facilities or equipment provided by other than the Company. Such damages will be the actual cost of the materials and the actual hours required for repair of the damage multiplied by the appropriate labor rate.

Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.4 USE OF SERVICE AND FACILITIES, (Continued)

2.4.3 Rights of the Company

- A. Work Performed on an Overtime Basis - The charges specified in this Price list do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.
- B. Work Interruption - The charges specified in this Price list do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
- C. Ownership - Any facilities on the customer's premises furnished by the Company shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, terminating, inspecting, maintaining or repairing service.
- D. Impairment of Telephone Service - When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Company shall have the right to require the customer to contract with the Company for such additional facilities as may be necessary in the Company's judgment to remove the cause of said impairment, or if the customer refuses this requirement or will not remedy the situation, to discontinue service completely.
- E. Abandonment of Telephone Service - The Company may discontinue service which has been abandoned.
- F. Abuse of Telephone Service - After giving the customer a reasonable opportunity to remedy the situation and after giving proper notice, the Company may discontinue service which is used:
  - 1. in such a way that interferes with the service of other telephone users;
  - 2. for any purpose other than as a means of communication;

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.4 USE OF SERVICE AND FACILITIES, (Continued)

2.4.3 Rights of the Company- (Continued)

F. Abuse of Telephone Service- (Continued)

3. to communicate profane or obscene language;
4. for a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
5. in any fraudulent or unlawful manner;
6. in manner which violates any of the Company's lawful regulations; or
7. to obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.

G. Telephone Numbers - The Company reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Company.

2.4.4 Liability of the Company

A. Given the customer's exclusive control of his communications over Company-provided facilities, and of the other uses for which Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.4 USE OF SERVICE AND FACILITIES, (Continued)

2.4.4 Liability of the Company (Continued)

- B. The Company's failure to provide or maintain facilities under this price list shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's control, subject to the interruption allowance provisions by this price list.
- C. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- D. Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the sole negligence of the Company or its employees.
- E. Interruptions of Service - In the event a customer's service is interrupted by other than the negligence or willful act of the customer, and it remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds may be made to the customer. The amount of adjustment or refund may be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. Any refund to the customer shall be the pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. No allowance for interruption of service will be made for any period in which such service interruption is caused by malfunction or failure of customer-owned equipment.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.4 USE OF SERVICE AND FACILITIES, (Continued)

2.4.4 Liability of the Company, (Continued)

F. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Price list. With respect to any other claim or suit, by a customer or by any others, the customer indemnifies and holds harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from:

1. the use, placement or presence of the Company's facilities on the customer's premises; or
2. the use of customer-provided premises equipment, voltages or currents transmitted over the Company's facilities caused by customer-provided premises equipment.

Further, the customer indemnifies and holds harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the Company's facilities or the use thereof by the customer; against claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Company and apparatus, equipment, and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.4 USE OF SERVICE AND FACILITIES, (Continued)

2.4.4 Liability of the Company, (Continued)

- G. Liability - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this price list. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring during provision of telephone service, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this price list as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer or authorized user, or joint user, or which arise from the use of customer-provided premises equipment shall not result in the imposition of any liability whatsoever upon the Company.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST SAVINGS, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES AND FACILITIES FURNISHED BY THE COMPANY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER EXCEL NOR ITS SUBCONTRACTORS SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation does not apply to any damages for bodily injury (including death) and, if work has not been performed in a workmanlike manner, damage to real property and tangible personal property.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.5 UNDERTAKING OF THE COMPANY

2.5.1 General

The Company undertakes to provide the services offered in this price list on the terms and conditions and at the rates and charges specified. Local Exchange Service consists of furnishing one-way or two-way telecommunications to or from a demarcation point on the Customer's premises and another demarcation point within a Local Service Area.

Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing adjustments or prorating charges in this price list, a month is considered to have 30 days.

Service will be provided where facilities, billing capability and the resale of total local service or underlying network elements are available, or a combination thereof.

The Company will provide to its customers quality of service at a level at least equivalent to the service provided to them, or through them, by the incumbent local exchange company.

The Company's obligation to furnish service, features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection from alternate suppliers.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorney's fees.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.5 UNDERTAKING OF THE COMPANY, (Continued)

2.5.2 Terms and Conditions

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. The Customer may also be required to execute any other documents as may be reasonably requested by the Company. The Company reserves the right, at its discretion, to change the terms and conditions specified in this price list, including, but not limited to, the rates for services. Any changes to the terms and conditions will be applicable to services provided after the effective date of the change.

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. 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.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.5 UNDERTAKING OF THE COMPANY, (Continued)

2.5.3 Interconnection of Facilitie

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities or equipment of others shall be provided at the Customer's expense.

Local Exchange 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.

2.5.4 Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities and equipment to Company-provided facilities and equipment.

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 corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action deemed necessary, including the suspension of or disconnection of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2.0 -RULES AND REGULATIONS, (CONTD.)

2.5 UNDERTAKING OF THE COMPANY, (Continued)

2.5.5 Assignment or Transfer of Service

The Customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (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.

2.5.6 Notices and Communications

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.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing.

2.5.7 Provisions of Certain Local Taxes and Fees

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue or as otherwise required and/or allowed by law derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.5 UNDERTAKING OF THE COMPANY, (Continued)

2.5.8 Special Arrangements

- A. Contract Service Arrangements - When economically practicable, Customer specific contract service arrangements may be furnished in lieu of existing price list offerings.
  - 1. Rates, Charges, Terms and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus an appropriate level of contribution.
  - 2. Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this Price list.
- B. Promotional Offerings - The Company may offer special promotions of new or existing services or products. These promotions will be offered on a non-discriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation, subject to availability of products, services and facilities. Promotions may include, but are not limited to, reductions in recurring rates and/or waiver of non-recurring charges.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.5 UNDERTAKING OF THE COMPANY, (Continued)

2.5.8 Special Arrangements, (Continued)

- C. Special Construction - If the provision of service to a Customer would require the construction of additional facilities, replacement facilities or special facilities designed to meet the Customer's particular needs, the Company, at its option, may seek to obtain the facilities from another carrier, or may construct the facilities. The Customer may be required to pay all of the Company's actual expenses incurred in obtaining or constructing the facilities, including but not limited to, any unusual maintenance costs or removal costs. Construction charges may be payable, at the Company's option, prior to acceptance of the Customer's application for service or when billing is rendered. The Customer may be required to enter into a written agreement to pay the construction charges if they are not paid prior to initiation of service.

Any facilities constructed by the Company by the use of construction charges, however financed, shall be and remain the property of the Company, unless otherwise agreed to by the Company pursuant to a written agreement. The Customer does not obtain any rights of ownership in facilities provided by the Company.

The charges and regulations applicable to special construction apply in connection with all classes of service, facilities or equipment furnished by the Company and are in addition to the installation charges, service connection and move charges and monthly service charges otherwise applicable to the provision of service to the Customer pursuant to other sections of this price list.

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SECTION 2.0 -RULES AND REGULATIONS, (CONT'D.)

2.6 EMERGENCY SERVICES (ENHANCED 911)

This service allows Customers to reach the appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). These services will be provided free of charge to all Customers and provided at a level at least equivalent to the service provided by the incumbent local exchange carrier. Additionally, 911 service will be maintained during temporary disconnection(s) for non-payment of a residential subscriber's local service.

2.7 TELECOMMUNICATIONS RELAY SERVICE

This is a statewide service that allows a person using a standard telephone to talk with a person using a telecommunications device for the deaf through an assistant in a call center. Calls received for the relay service will be discounted 50 percent off the otherwise applicable rate for voice non-relay calls; except where either the calling party or called party indicates that either party is hearing and visually impaired, in which case the call will be discounted 60 percent off the otherwise applicable rate for a non-voice relay call.

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## SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS

EXCEL Telecommunications (the Company and/or EXCEL) is a telecommunications provider incorporated under the laws of the State of Texas. EXCEL Telecommunications provides telecommunications services in the areas certified to it within the State of Florida.

EXCEL Telecommunications authority to serve this area is granted in its Service Provider Certificate of Operating Authority as determined by the Florida Public Service Commission (the Commission). EXCEL Telecommunications maintains its primary office of operations at Dallas, Texas.

All rules, regulations and rates of the Company apply to its certified area unless otherwise specifically noted in this tariff.

EXCEL Local Exchange Services may be offered in conjunction with an associated long distance service offering provided by EXCEL.

### 3.1 NONRECURRING CHARGES

#### 3.1.1 Service Connection Charges

These charges are nonrecurring and apply to various Customer requests for connecting, moving or changing service. They are in addition to any other scheduled rates and charges that would normally apply under this tariff. The charges in this section for the connection, move, or change of service contemplate work being performed by Company employees involved at a time when overtime wages do not apply. No distinction is made between a "New Installation and Connection" and an "Outside Move". All changes in location of Customer's equipment or service from one premises to another, are treated as new service connections with service charges applying. Service charges are in addition to other rates and charges normally applying under this tariff. They apply in addition to construction charges made because of unusual costs in establishing service and are not in lieu of usage charges. A maintenance service charges will apply in those instances where EXCEL makes a repair visit to the customer's premises and the service difficulty or trouble is not on EXCEL's side of the demarcation point.

<sup>1</sup> Prior to July 24, 2002, the effective date of the revision of Section 3 -- Consumer Local Service Descriptions of Excel Telecommunications (Excel) Florida Price List No. 2, there were no customers subscribing to Excel's Local Exchange Services within the State of Florida.

SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.1 NONRECURRING CHARGES, (Continued)

3.1.1 Service Connection Charges, (Continued)

A. Local Service--New Order Charge(s):

This charge is for receiving, recording and processing information necessary to execute a Customer's request for new service. One Local Service Charge, per line, is applicable for all new orders requested at the same time of the initial order for the same Customer. If service is established at a new location and the Customer later moves back to the old location or a separate location, this service charge will apply in connection with the reestablishment of service, accordingly.

B. Local Service Activation Charge(s):

This charge is applicable where existing local service or telephone numbers are activated or migrated to EXCEL's service when facilities or construction is not required.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.1 NONRECURRING CHARGES, (Continued)

3.1.1 Service Connection Charges, (Continued)

C. Local Service—Change Order Charge(s):

Following are examples of Change Order Charges applicable to EXCEL's MyLine<sup>SM</sup> Local Service offering(s):

Feature Service Change Charge(s) - When a Customer adds, deletes, or changes a feature or features within a local package, the Company cannot apply more than one Feature Service Charge per order per line.

Record Order Charge(s) - One Record Order Charge, per line, is applicable for all changes and/or additions ordered and provided at the same time for the same Customer. When multiple Record Orders are required for Company reasons, only one Record Order Charge applies. Charges are applicable to, but not limited to, the following:

- Change of a directory listing name or address
- Change of a telephone number except in the case of harassing calls
- Change of billing address

D. Local Service -- Move Service Order Charge(s)

This charge is for moving the customer's telephone service and features to another location within the customer's current local service area and central office.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.1 NONRECURRING CHARGES, (Continued)

3.1.2 Miscellaneous Charges

A. Line Installation Charge(s):

To add a new primary line to customer's residence if facilities construction is required. No distinction is made between a "New Installation or Connection" and an "Outside Move." If the Customer requests that their service is established, maintained, moved or changed at hours of the day or days of the week (other than normal work hours or days), or on holidays, or interrupts work once begun, or when overtime wages apply, a charge based on the additional costs will apply in addition to any other applicable charges.

B. Additional Line Installation Charge(s):

To add an additional new line to customer's residence if another telephone line is provided by the Company at the same residence and initiated at the same time. No distinction is made between a "New Installation or Connection" and an "Outside Move." If the Customer requests that their service is established, maintained, moved or changed at hours of the day or days of the week (other than normal work hours or days), or on holidays, or interrupts work once begun, or when overtime wages apply, a charge based on the additional costs will apply in addition to any other applicable charges.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.1 NONRECURRING CHARGES, (Continued)

3.1.2 Miscellaneous Charges, (Continued)

D. Restoration of Service Charge:

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service. During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

D. Special Construction Charge(s):

To perform any customer required special construction or change of existing telephone equipment at the customer premises.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES

3.2.1 EXCEL MyLine<sup>SM</sup> Local Service Offerings

Customers subscribing to the Company's Local Service must purchase a local package consisting of an access line (dial tone). Customers who order an additional line(s), are exceptions to the local package purchase requirement. The EXCEL Classic MyLine<sup>SM</sup> Local Service Packages described below in sections b., c. and d. are only available to existing customers of the Excel Classic MyLine<sup>SM</sup> Local Service Packages (formerly known as Excel MyLine<sup>SM</sup> Local Service Packages) as of February 16, 2004. EXCEL Local Service offers are furnished as follows where facilities or interconnection service arrangements are available:

- A. EXCEL MyLine<sup>SM</sup> StandAlone Local Service: Single line service with no features.
- B. EXCEL Classic MyLine<sup>SM</sup> Basic Local Service Package: Single line service with Touch Tone, with the following custom features included: Call Waiting, Call Return and Three-Way Calling.
- C. EXCEL Classic MyLine<sup>SM</sup> Value Local Service Package: Single line service with Touch Tone, with the following custom features included: Call Waiting, Call Return, Three-Way Calling, Caller ID-Name and Number and Call Blocking.
- D. EXCEL Classic MyLine<sup>SM</sup> Complete Local Service Package: Single line service with Touch Tone, with the following custom features included: Call Waiting, Call Return, Three-Way Calling Caller ID-Name and Number, Call Blocking, Priority Call, Call Forwarding, Auto Redial, Speed Dialing 8, Anonymous Call Rejection (ACR).
- E. Additional Lines:

Additional lines include Touch-Tone and may be purchased with or without a package provided that the customer's primary line continues to be served by the Company as the primary Local Exchange Carrier.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.2 Touch Tone Calling Service - *(also referred to as Dual Tone Frequency Mutli-Frequency (DTMF) Dialing)*

- A. This service provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities. The service is furnished subject to the availability of central office facilities.
- B. All dial-type lines that terminate in an instrument equipped for tone-type address signaling shall be equipped for this service except for dial-type lines served from a central office where the special facilities for Touch Tone calling service are not available.
- C. Other facilities, miscellaneous and supplemental equipment, requested by Customers and not detrimental to this service or other services of the Company will be furnished under the regulations and at the rates specified in the applicable sections of this tariff.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.3 Transfer of Calls Service

Transfer of Calls Service is a service used when a Customer disconnects service or changes their telephone number. Calls to the intercepted telephone number are referred to a recorded message if requested by the Customer. The announcement states that the called number has been disconnected or changed. If the number is available, it is given to the caller. The number may not be available because, for example, it is non-published or the Customer left the area without providing a forwarding telephone number. This service is available where resources permit, and is provided for a period of thirty (30) days.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.4 [Reserved for future use]

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.4 [Reserved for future use] Continued

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.5 EXCEL MyLine<sup>SM</sup> Basic Package

EXCEL MyLine<sup>SM</sup> Basic Package provides residential Customers in Florida with local and long distance calling for a flat rate. As of October 21, 2009, the EXCEL MyLine<sup>SM</sup> Basic Package is only available to existing customers of the EXCEL MyLine<sup>SM</sup> Basic Package. In order to subscribe to EXCEL MyLine<sup>SM</sup> Basic Package, the Customer must select EXCEL as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select one of the following two long distance service plans: EXCEL MyLine<sup>SM</sup> \$.05 Plan or EXCEL MyLine<sup>SM</sup> \$.03 Plan as described in Excel's intrastate interexchange tariff. Rates and charges for the MyLine<sup>SM</sup> Basic Package may vary based on the Customer's selected long distance calling plan. The availability of EXCEL MyLine<sup>SM</sup> Basic Package to the Customer may be restricted based upon both EXCEL's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

EXCEL MyLine<sup>SM</sup> Basic Package is a bundled service package which includes single-line service and the following three Call Management Features: Call Return as described in Section 3.3.i, Call Waiting as described in Section 3.3.k and Three-Way Calling as described in Section 3.3.n. The Customer will also receive 100 minutes of domestic long distance usage subject to the Customer's selected long distance plan, and any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes. The Customer will also be eligible for EXCEL's Friends-R-Free Discount Program as described in Excel's intrastate interexchange tariff.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.5 EXCEL MyLine<sup>SM</sup> Basic Package, (Continued)

EXCEL MyLine<sup>SM</sup> Basic Package does not include equipment associated with the Caller ID feature. EXCEL does not prorate the monthly charges for the MyLine<sup>SM</sup> Basic Package. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with EXCEL MyLine<sup>SM</sup> Basic Package are set forth in Section 4.2.3 following.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.6 EXCEL MyLine<sup>SM</sup> Value Package

EXCEL MyLine<sup>SM</sup> Value Package provides residential Customers in Florida with local and long distance calling for a flat rate. As of October 21, 2009, the EXCEL MyLine<sup>SM</sup> Value Package is only available to existing customers of the EXCEL MyLine<sup>SM</sup> Value Package. In order to subscribe to EXCEL MyLine<sup>SM</sup> Value Package, the Customer must select EXCEL as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select one of the following two long distance service plans: EXCEL MyLine<sup>SM</sup> \$.05 Plan or EXCEL MyLine<sup>SM</sup> \$.03 Plan as described in Excel's intrastate interexchange tariff. Rates and charges for the EXCEL MyLine<sup>SM</sup> Value Package may vary based on the Customer's selected long distance calling plan. The availability of EXCEL MyLine<sup>SM</sup> Value Package to the Customer may be restricted based upon both EXCEL's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

EXCEL MyLine<sup>SM</sup> Value Package is a bundled service package which includes single-line service and the following eight Call Management Features: Caller ID as described in Section 3.3.p, Call Waiting as described in Section 3.3.k, Three-Way Calling as described in Section 3.3.n, Call Waiting ID as described in Section 3.3.l, Call Return as described in Section 3.3.i, Speed Dialing 8 as described in Section 3.3.m, Call Forwarding as described in Section 3.3.d, and Auto Redial as described in Section 3.3.b. The Customer will also receive 200 minutes of domestic long distance usage subject to the Customer's selected long distance plan, and any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes. The Customer will also be eligible for EXCEL's Friends-R-Free Discount Program as described in Excel's intrastate interexchange tariff.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.6 EXCEL MyLine<sup>SM</sup> Value Package, (Continued)

In addition to the features described herein, EXCEL MyLine<sup>SM</sup> Value Package includes subscription to an unregulated service, EXCEL's Voice Mail. EXCEL MyLine<sup>SM</sup> Value Package does not include equipment associated with the Caller ID feature. EXCEL does not prorate the monthly charges for the MyLine<sup>SM</sup> Value Package. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with EXCEL MyLine<sup>SM</sup> Value Package are set forth in Section 4.2.3 following.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.7 EXCEL MyLine<sup>SM</sup> Complete Package

EXCEL MyLine<sup>SM</sup> Complete Package provides residential Customers in Florida with local and long distance calling for a flat rate. As of October 21, 2009, the EXCEL MyLine<sup>SM</sup> Complete Package is only available to existing customers of the EXCEL MyLine<sup>SM</sup> Complete Package. In order to subscribe to EXCEL MyLine<sup>SM</sup> Complete Package, the Customer must select EXCEL as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select the: EXCEL MyLine<sup>SM</sup> \$.05 Plan as described in Excel's intrastate interexchange tariff. The availability of EXCEL MyLine<sup>SM</sup> Complete Package to the Customer may be restricted based upon both EXCEL's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

EXCEL MyLine<sup>SM</sup> Complete Package is a bundled service package which includes single-line service and the following eight Call Management Features: Caller ID as described in Section 3.3.p, Call Waiting as described in Section 3.3.k, Three-Way Calling as described in Section 3.3.n, Call Waiting ID as described in Section 3.3.l, Call Return as described in Section 3.3.i, Speed Dialing 8 as described in Section 3.3.m, Call Forwarding as described in Section 3.3.d, and Auto Redial as described in Section 3.3.b. The Customer will also receive unlimited domestic long distance usage. The unlimited domestic long distance usage is for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.7 EXCEL MyLine<sup>SM</sup> Complete Package, (Continued)

In addition to the features described herein, EXCEL MyLine<sup>SM</sup> Complete Package includes subscription to an unregulated service, EXCEL's Voice Mail. However, EXCEL MyLine<sup>SM</sup> Complete Package may be provisioned without the Voice Mail feature upon request of the Customer. EXCEL MyLine<sup>SM</sup> Complete Package does not include equipment associated with the Caller ID feature. EXCEL does not prorate the monthly charges for the MyLine<sup>SM</sup> Complete Package. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with EXCEL MyLine<sup>SM</sup> Complete Package are set forth in Section 4.2.3 following.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.8 Simple Plan

The Simple Plan provides residential Customers with local calling for a flat rate. In order to subscribe to the Simple Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan: Excel Value 3.9 Long Distance Plan as described in Excel's intrastate interexchange tariff. Furthermore, Customers of the Simple Plan must enroll in Excel's Recurring Payment Plan as described in Section 2.3.6.5 of this tariff. The availability of the Simple Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Simple Plan are set forth in Section 4.2.4 following.

Excel does not prorate the final monthly charges for the Simple Plan. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period.

Customers of the Simple Plan may subscribe to Custom Features as described in Sections 3.3 and 4.3, excluding the following: Call Forwarding - With Remote Access; Caller ID-Number Only, and Distinctive Ring. In addition, Call Forwarding-Busy Line/No Answer is not available to Customers in Areas 1 and 1a and Call Blocking, Call Forwarding-Busy Line, Calling Forwarding-No Answer, Call Forwarding-Selective and Priority Call are not available to Customers in Areas 2 and 2a.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.9 Basic Plan

The Basic Plan provides residential Customers with local and long distance calling for a flat rate. In order to subscribe to the Basic Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan: Excel Value 3.9 Long Distance Plan as described in Excel's intrastate interexchange tariff. Furthermore, Customers of the Basic Plan must enroll in Excel's Recurring Payment Plan as described in Section 2.3.6.5 of this tariff. The availability of the Basic Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Basic Plan are set forth in Section 4.2.4 following.

The Basic Plan is a bundled service package which includes single-line local service and 30 minutes of domestic long distance usage. The included long distance minutes and the long distance usage beyond the included minutes are subject to the terms of the Excel Value 3.9 Long Distance Plan. Unused long distance minutes do not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes.

Excel does not prorate the final monthly charges for the Basic Plan. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period.

Customers of the Basic Plan may subscribe to Custom Features as described in Sections 3.3 and 4.3, excluding the following: Call Forwarding - With Remote Access; Caller ID-Number Only, and Distinctive Ring. In addition, Call Forwarding-Busy Line/No Answer is not available to Customers in Areas 1 and 1a and Call Blocking, Call Forwarding-Busy Line, Calling Forwarding-No Answer, Call Forwarding-Selective and Priority Call are not available to Customers in Areas 2 and 2a.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.10 Select Plan

The Select Plan provides residential Customers with local calling, long distance calling and two features for a flat rate. In order to subscribe to the Select Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan: Excel Value 3.9 Long Distance Plan as described in Excel's intrastate interexchange tariff. Furthermore, Customers of the Select Plan must enroll in Excel's Recurring Payment Plan as described in Section 2.3.6.5 of this tariff. The availability of the Select Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Select Plan are set forth in Section 4.2.4 following.

The Select Plan is a bundled service package which includes single-line local service, 150 minutes of domestic long distance usage, Caller ID-Name and Number and Call Waiting. The included long distance minutes and the long distance usage beyond the included minutes are subject to the terms of the Excel Value 3.9 Long Distance Plan. Unused long distance minutes do not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes.

Excel does not prorate the final monthly charges for the Select Plan. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period.

Customers of the Select Plan may subscribe to additional Custom Features as described in Sections 3.3 and 4.3, excluding the following: Call Forwarding - With Remote Access; Caller ID-Number Only, and Distinctive Ring. In addition, Call Forwarding-Busy Line/No Answer is not available to Customers in Areas 1 and 1a and Call Blocking, Call Forwarding-Busy Line, Calling Forwarding-No Answer, Call Forwarding-Selective and Priority Call are not available to Customers in Areas 2 and 2a.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.11 Value Plan

The Value Plan provides residential Customers with local calling, long distance calling and two features for a flat rate. In order to subscribe to the Value Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan: Excel Value 3.9 Long Distance Plan as described in Excel's intrastate interexchange tariff. Furthermore, Customers of the Value Plan must enroll in Excel's Recurring Payment Plan as described in Section 2.3.6.5 of this tariff. The availability of the Value Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Value Plan are set forth in Section 4.2.4 following.

The Value Plan is a bundled service package which includes single-line local service, 200 minutes of domestic long distance usage, Caller ID-Name and Number and Call Waiting. The included long distance minutes and the long distance usage beyond the included minutes are subject to the terms of the Excel Value 3.9 Long Distance Plan. Unused long distance minutes do not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes.

Excel does not prorate the final monthly charges for the Value Plan. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period.

Customers of the Value Plan may subscribe to additional Custom Features as described in Sections 3.3 and 4.3, excluding the following: Call Forwarding - With Remote Access; Caller ID - Number Only, and Distinctive Ring. In addition, Call Forwarding - Busy Line/No Answer is not available to Customers in Areas 1 and 1a and Call Blocking, Call Forwarding-Busy Line, Calling Forwarding-No Answer, Call Forwarding-Selective and Priority Call are not available to Customers in Areas 2 and 2a.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.12 Premium Plan

The Premium Plan provides residential Customers with local calling, long distance calling and features for a flat rate. In order to subscribe to the Premium Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan: Excel Value 3.9 Long Distance Plan as described in Excel's intrastate interexchange tariff. Furthermore, Customers of the Premium Plan must enroll in Excel's Recurring Payment Plan as described in Section 2.3.6.5 of this tariff. The availability of the Premium Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Premium Plan are set forth in Section 4.2.4 following.

The Premium Plan is a bundled service package which includes single-line local service, Caller ID – Name and Number, Call Waiting, Call Forwarding, Call Waiting ID, Call Return and Three Way Calling. In addition, Call Blocking is included in the bundled service package for Customers in Areas 1 and 1a. Customers will also receive unlimited domestic long distance usage. The unlimited domestic long distance usage is for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

Excel does not prorate the final monthly charges for the Premium Plan. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.12 Premium Plan (Continued)

Customers of the Premium Plan may subscribe to additional Custom Features as described in Sections 3.3 and 4.3, excluding the following: Call Forwarding - With Remote Access; Caller ID - Number Only, and Distinctive Ring. In addition, Call Forwarding-Busy Line/No Answer is not available to Customers in Areas 1 and 1a and Call Blocking, Call Forwarding - Busy Line, Calling Forwarding - No Answer, Call Forwarding-Selective and Priority Call are not available to Customers in Areas 2 and 2a.

In addition to the features described herein, the Premium Plan includes subscription to an unregulated service, Excel's Voice Mail. The Premium Plan may be provisioned without the Voice Mail feature upon request of the Customer.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.13 Unlimited Plan

The Unlimited Plan provides residential Customers with local calling, long distance calling and features for a flat rate. In order to subscribe to the Unlimited Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan: Excel Value 3.9 Long Distance Plan. Furthermore, Customers of the Unlimited Plan must enroll in Excel's Recurring Payment Plan as described in Section 2.3.6.5 of this tariff. The availability of the Unlimited Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Unlimited Plan are set forth in Section 4.2.4 following.

The Unlimited Plan is a bundled service package which includes single-line local service, Caller ID – Name and Number, Call Waiting, Call Forwarding, Call Waiting ID, Call Return, Speed Dialing 8 and Three Way Calling. In addition, Call Blocking is included in the bundled service package for Customers in Areas 1 and 1a. Customers will also receive unlimited domestic long distance usage. The unlimited domestic long distance usage is for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

Excel does not prorate the final monthly charges for the Unlimited Plan. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.2 LOCAL EXCHANGE SERVICES, (Continued)

3.2.13 Unlimited Plan (Continued)

Customers of the Unlimited Plan may subscribe to additional Custom Features as described in Sections 3.3 and 4.3, excluding the following: Call Forwarding - With Remote Access; Caller ID - Number Only, and Distinctive Ring. In addition, Call Forwarding-Busy Line/No Answer is not available to Customers in Areas 1 and 1a and Call Blocking, Call Forwarding - Busy Line, Calling Forwarding - No Answer, Call Forwarding-Selective and Priority Call are not available to Customers in Areas 2 and 2a.

In addition to the features described herein, the Unlimited Plan includes subscription to an unregulated service, Excel's Voice Mail. The Unlimited Plan may be provisioned without the Voice Mail feature upon request of the Customer.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.3 CUSTOM FEATURES

3.3.1 The features in this section are made available on an individual basis or as a part of feature packages. Custom features are offered on a monthly basis where facilities or interconnection arrangements are available.

- A. Anonymous Call Rejection - ACR - (\*77) - Allows customers to automatically reject all calls that have been marked anonymous, unavailable, or private by the calling party. When ACR is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.
- B. Auto Redial - Repeat Dialing - (\*66) - *(also referred to as Automatic Recall)* - This feature automatically redials the last outgoing number dialed by the Customer. Activation and deactivation of this feature is completed by the Customer. This feature will attempt to call the number for a maximum of thirty (30) minutes after the feature is activated. Once the call is established, the Customer will hear a special ring when the call can be completed. NOTE: Some telephones are only capable of providing a standard ring. Customers must contact the manufacturer or distributor of their telephone set if they have any questions.

Repeat Dialing (usage sensitive) is available on a pay-per-use basis, and the functionality is the same as Repeat Dialing. Repeat Dialing (usage sensitive) will be provisioned with local service unless customer requests the feature to be blocked or it is included in a package.

- C. Call Blocking - Full Restriction (\*60) - *(also referred to as Selective Call Rejection)* - Call Blocking - Full Restriction is a central office service that restricts long distance calling. Restricted calls are directed to a central office announcement. Call Blocking - Full Restriction is activated when a one or a zero precedes a dialed number. However, calls to 800/8XX type services are not restricted, and where facilities permit, one plus calls to Company business offices and repair service are not restricted. All calls to operator services are disallowed for residence Customers.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.3 CUSTOM FEATURES, (Continued)

3.3.1 (Continued)

- D. Call Forwarding - Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are to be transferred automatically. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call is transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between the customer's access line and the distant access line to which the call was transferred.
- E. Call Forwarding - (Busy Line) - automatically reroutes an incoming call to a customer predesignated number when the called number is busy.
- F. Call Forwarding - (No Answer) - automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.
- G. Call Forwarding - (Remote Access To) - Remote Access to Call Forwarding provides the Customer that is a subscriber of a Call Forwarding service with the ability to activate, deactivate or change Call Forwarding designations from a remote location. This service can only be accessed from a Dual Tone Multi-Frequency (DTMF) equipped telephone which has a full set of characters including "\*" and "#". All charges incurred to access the remote number will be billed appropriately. The transmission may not meet normal standards depending upon the distance and routing necessary.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.3 CUSTOM FEATURES, (Continued)

3.3.1 (Continued)

- H. Call Forwarding - (Selective) - Selective Call Forwarding provides the Customer with the ability to forward incoming calls from pre-selected telephone numbers to another telephone number. The Customer can construct or modify a telephone number screening list. Incoming calls will be screened against the Customer's list and only those telephone calls from telephone numbers on the list will be forwarded. The Selective Call Forwarding Customer is responsible for the payment of charges (i.e., toll charges) for each call between the Selective Call Forwarding equipped telephone line and the line to which the call is being forwarded. Calls from numbers not on the list will receive standard call completion. The Customer must also subscribe to the Call Forwarding feature.

Subscribers to Selective Call Forwarding activate the service and construct or modify the screening list by dialing \*63 and following the prompts. This service may be temporarily deactivated by dialing \*83.

- I. Call Return - (\*69) - *(also referred to as: Automatic Callback)* - This feature allows the Customer to automatically return the most recent incoming call, even if it is not answered. If the telephone number is busy, Call Return will attempt to call the number for a maximum of thirty (30) minutes after the feature is activated. Once the call is established, the Customer will hear a special ring when the call can be completed. This is accomplished by the Customer activating a code. NOTE: Some telephones are only capable of providing a standard ring. Customers must contact the manufacturer or distributor of their telephone set if they have any questions. The operability of this call back feature is dependent upon whether the caller's originating telephone number can be recognized, or not.

This feature (usage sensitive) is available on a pay per use basis and the functionality is the same. This feature (usage sensitive) will be provisioned with local service unless customer requests the feature to be blocked or it is included in a package.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.3 CUSTOM FEATURES, (Continued)

3.3.1 (Continued)

- J. Call Trace - (Customer Originated) - Allows a customer to request an automatic trace of the last incoming call. This provides an easy way to trace obscene, threatening or harassing calls. A Call Trace may be activated at any time during or immediately following the call to be traced. The incoming call detail recorded by the Company showing the results of the trace (i.e., telephone number traced) will not be released to the customer. Such call detail shall be provided only to law enforcement authorities upon request. A trace cannot be successfully completed if the incoming call originates in a telephone central office not equipped for Call Trace Service.

At its option or upon receipt of a proper request from a law enforcement agency, the Company will set up a temporary tracing arrangement using Call Tracing at no charge to the customer when in the judgment of the Company or law enforcement agency, the unwanted call(s) present a serious threat of harm or destruction of property.

- K. Call Waiting - This feature provides a tone signal that alerts the Customer talking on the line when a second call is incoming. A maximum of two calls may be in process at one time. A Customer who subscribes to Call Waiting can also inhibit the reception of the Call Waiting tone for the duration of a single call, preventing interruption of the call by activating the code (\*70) to cancel Call Waiting. This functionality is automatically included with the Call Waiting feature at no additional cost to the Customer.
- L. Call Waiting ID (With Name and Number) - Call Waiting ID with Name and Number is an enhanced version of Call Waiting ID. It is designed for use by a Call Waiting subscriber. A customer who is off-hook on an existing call, is able to receive the telephone number of a new incoming call on their customer-provided premise equipment attached to the Customer's subscriber line. Additionally, the name found in the Company's records, applicable to the line originating the call, including the non-published and non-listed service is displayed on customer-provided premise equipment. The Customer must purchase the equipment separately, and it is not available under this tariff.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.3 CUSTOM FEATURES, (Continued)

3.3.1 (Continued)

- M. Speed Dialing 8 - *(also referred to as Customer Changeable Speed Calling 1-Digit)* - This feature allows the Customer to reach a list of frequently called numbers by dialing an abbreviated code. The Customer may call up to eight pre-selected numbers by dialing one-digit codes. Programming of these numbers is completed by the Customer.
- N. Three-Way Calling - Enables a customer to add a third party on an existing call without operator assistance, thereby establishing a three-way conversation. The transmission quality may vary depending on the distance and routing necessary and may not necessarily meet normal standards.  
  
Three-Way Calling (usage sensitive) is available on a pay per use basis and the functionality is the same as Three-Way Calling. Three-Way Calling (usage sensitive) will be provisioned with local service unless customer requests the feature to be blocked or it is included in a package.
- O. Caller ID - (Number Only) - This feature automatically displays a caller's telephone number, including non-published and non-listed service on a customer provided display unit. The customer must purchase the equipment separately, and it is not available under this tariff.
- P. Caller ID - (Name and Number) - Allows the Customer to identify most callers by letting him/her see the names and phone numbers on special display equipment. The customer must purchase the equipment separately, and it is not available under this tariff
- Q. (Reserved for Future Use)

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.3 CUSTOM FEATURES, (Continued)

3.3.1 (Continued)

- R. Priority Call (\*61) - This feature permits the Customer to preselect telephone numbers that can be given a distinctive alerting signal or ring. The Customer can create or change a list of telephone numbers by dialing an activation code. NOTE: Some telephones are only capable of providing a standard ring. Customers must contact the manufacturer or distributor of their telephone set if they have any questions.
- S. Call Forwarding - (Busy Line /No Answer) - provides for the automatic routing of incoming calls to a preselected telephone number when the called telephone number is busy and/or does not answer within a determined number of rings. When Call Forwarding service is provisioned in a central office, the pre-selected forwarded telephone number must be within the same central office control group. No assurance can be given that transmission will be fully satisfactory during Call Forwarding service calls.
- T. Distinctive Ring - Distinctive Ring allows a Customer to establish up to two telephone numbers on the same access line and to distinguish calls to each number by distinctive ringing patterns. The standard ringing pattern applies to the billing telephone number, while the dependent telephone number receives a distinctive ringing pattern for incoming calls. Distinctive Ring is available to single line residential customers where facilities are available.

When a Distinctive Ring Customer also subscribes to Call Waiting, incoming calls to the billing telephone number will activate the standard Call Waiting tone. Calls to dependent telephone number will activate a distinctive Call Waiting tone. When a Distinctive Ring Customer subscribes to any Call Forwarding service, the dependent telephone number may be forwarded to the same number as the billing telephone number or receive no forwarding treatment.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.4 DIRECTORY LISTINGS

- 3.4.1 General - Customers shall provide the Company with information for all listings. The Company will include the Standard listing in the White Pages (Alphabetical Section) of the telephone directory and will offer one additional listing to the Customer. The Customer must identify its non-published and non-listed telephone numbers for directory purposes.
- 3.4.2 Directory Listing - Standard - The Customer will receive one Standard listing per telephone number, in the alphabetical section of the directory, at no additional charge.
- 3.4.3 Directory Listing - Additional - The term Additional listing denotes any White Page listing, regardless of form, in addition to the Standard listing. A monthly rate applies for one Additional listing. An additional listing may be any of the following:
  - A. Names of members of the Customer's family or of persons residing in the Customer's household.
  - B. When the Customer's name or names of other persons residing in the household is spelled in more than one way, additional listings of the alternative spelling are permitted.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.4 DIRECTORY LISTINGS, (Continued)

- 3.4.4 Non-Published Directory Listings - Non-published telephone numbers are not listed in either the Company's directories or directory assistance records available to the general public. When a call is placed from a telephone number associated with a non-published listing, the number and name may be disclosed if the called party has equipment to display Calling Number Delivery and/or Calling Name Delivery. Customers may prevent the display of the calling number and name by activating Caller ID blocking.
- 3.4.5 Non-Listed Directory Listings – Non-listed numbers are not listed in the Company's directories but are included in directory assistance records available to the general public.
- 3.4.6 Regulations - Incoming calls will be completed by the Company only when the calling party places the call by dialing the telephone number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

The Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of non published service in the directory or disclosing said number to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have made for such unpublished service for the period during which the service was affected. Except as otherwise indicated, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claims to have been caused, directly or indirectly, by the publication/non-publication of the non published listed number or the disclosing/non-disclosing of said number to any person.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.5 LOCAL OPERATOR SERVICES

3.5.1 Directory Assistance

Allows Customers to obtain help determining listed telephone numbers. A maximum of two (2) requested telephone numbers will be provided for each Directory Assistance call.

3.5.2 Directory Assistance Call Completion Service

Directory Assistance Call Completion (DACC) provides a Customer calling Directory Assistance with the option of having the call to the requested numbers completed. Directory Assistance Call Completion Service is furnished only where facilities are available.

For local calls, charges for DACC are not applicable to Customers with disabilities that qualify for exemptions from Directory Assistance charges. Two types of Directory Assistance Call Completion are offered:

- A. Fully Automated: The Customer receives the requested directory number from an automated voice system. The Customer accepts DACC by depressing ☐ from a Touch-Tone telephone when prompted by the DACC announcement.
- B. Semi-Automated: The Customer receives the requested directory number and then requests the operator to provide call completion to the requested number.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.5 LOCAL OPERATOR SERVICES, (Continued)

3.5.3 Busy Line Verification

Provides operator assistance in determining if there is a conversation in progress at the called station. The charge only applies if 1) a conversation is detected, or 2) the line is detected to be off-hook but no conversation.

3.5.4 Busy Line Verification/Interrupt

Provides for operator interruption of a conversation in progress on a called station. A charge applies for each attempt to interrupt regardless of whether or not the called station releases the call. A Busy Line Verification must be made prior to a Busy Line Interrupt. A Busy Line Verification must be made prior to a Busy Line Interrupt and both service charges will apply.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.5 LOCAL OPERATOR SERVICES, (Continued)

3.5.5 Operator Assisted

Operator Assisted station-to-station and person-to-person charges are determined by adding the appropriate Operator Assisted service charge and/or surcharge, including the applicable calling rate.

The service charge categories for station-to-station Operator Assisted Calls are as follows:

- Collect
- Bill to Third Party
- All Other Operator Assisted Calls

A surcharge applies to Operator Assisted station-to-station and person-to-person calls. The surcharge applies in addition to any applicable service charges.

Incoming Collect and Billed to Third party Calls can be blocked at the customer's request.

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SECTION 3.0 - CONSUMER LOCAL SERVICE DESCRIPTIONS, (CONT'D.)

3.5 LOCAL OPERATOR SERVICES, (Continued)

3.5.6 Application of Service Charges and Surcharges:

TYPE OF CALL	Operator Service Charge	Operator Dialed Surcharge
Busy Line Interruption	Yes	No
Busy Line Verification	Yes	No
Operator Must Assist (0+)	Yes	No
Operator Assisted (0+)	Yes	No
Operator Station-to-Station (Customer dialed 0+) collect, billed to third number, sent paid	Yes	No
Operator Station-to-Station (operator dialed 0-) collect, billed to third number, sent paid	Yes	Yes
Person-to-Person (Customer dialed 0+) collect, billed to third number, sent paid	Yes	No
Person-to-Person (operator dialed 0-) collect, billed to third number, sent paid	Yes	Yes

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES

4.1 NON-RECURRING CHARGES

The Non-Recurring charges listed below will apply only to existing Excel local customers as of October 21, 2009.

4.1.1 Service Connection Charges - Areas 1 and 1a

	Non-Recurring Charge
A. Local Service Connection (New Service) Charge	\$25.00 per line
B. Local Service Activation Charge	\$25.00 per line
C. Local Service Change Order Charge(s)	
Feature Service Charge	\$5.00 per line
Record Order Charge	\$5.00 per line
D. Local Service Move Order Charge	\$20.00 per line

4.1.2 Miscellaneous Charges - Areas 1 and 1a

	Non-Recurring Charge
A. Line Installation Charge and Outside Move	\$52.00 per line
B. Additional Line Installation Charge and Outside Move	\$16.50 per line
C. Restoration of Service Charge	\$20.00
D. Special Construction(s)	Individual Case Basis

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.1 NON-RECURRING CHARGES (Continued)

The Non-Recurring charges listed below will apply only to existing Excel local customers as of October 21, 2009.

4.1.3 Service Connection Charges - Areas 2 and 2a

	Non-Recurring Charge
A. Local Service Connection (New Service) Charge	\$25.00 per line
B. Local Service Activation Charge	\$25.00 per line
C. Local Service Change Order Charge(s)	
Feature Service Charge	\$5.00 per line
Record Order Charge	\$5.00 per line
D. Local Service Move Order Charge	\$20.00 per line

4.1.4 Miscellaneous Charges - Areas 2 and 2a

	Non-Recurring Charge
A. Line Installation Charge and Outside Move	\$52.00 per line
B. Additional Line Installation Charge and Outside Move	\$16.50 per line
C. Restoration of Service Charge	\$20.00
D. Special Construction(s)	Individual Case Basis

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.1 NON-RECURRING CHARGES (Continued)

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following per line rates for orders and changes:

4.1.5 Service Connection Charges

	Non-Recurring Charge
A. Local Service Connection (New Service) Charge	\$52.00 per line
B. Local Service Activation Charge	\$25.00 per line
C. Local Service Change Order Charge(s)	
Feature Service Charge	\$25.00 per line
Record Order Charge	\$25.00 per line
D. Local Service Move Order Charge	\$52.00 per line

4.1.6 Miscellaneous Charges - Areas 2 and 2a

	Non-Recurring Charge
A. Line Installation Charge and Outside Move	\$52.00 per line
B. Additional Line Installation Charge and Outside Move	\$52.00 per line
C. Restoration of Service Charge	\$20.00
D. Special Construction(s)	Individual Case Basis

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES

4.2.1 The following charges are applicable to customers located in Bell South Local Service Area 1 as set forth in Section 2.2.2.A of this price list.

A. Area 1 Local Service Offerings:

	Monthly Rate
EXCEL MyLine <sup>SM</sup> StandAlone Local Service:	\$30.00
EXCEL Classic MyLine <sup>SM</sup> Basic Local Service Package:	\$39.95
Additional Line(s) (each)	\$39.95
EXCEL Classic MyLine <sup>SM</sup> Value Local Service Package:	\$49.95
Additional Line(s) (each)	
EXCEL Classic MyLine <sup>SM</sup> Complete Local Service Package:	\$59.95
Additional Line(s) <sup>1</sup> (each)	\$49.95

B. Touch Tone Calling Service

Prices for Touch Tone Calling Service, as defined in this tariff, are reflected in the Local Services Offers prices in 4.2.1.A, preceding. Customers subscribing to Touch Tone Calling Service will be billed at the following rate in addition to all charges associated with the Customer's basic local service plan:

Monthly Rate	\$0.18
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<sup>1</sup> The additional line option for the EXCEL Classic MyLine<sup>SM</sup> Complete Service Package will not be available to new Customers after January 12, 2003.

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.2 The following charges are applicable to customers located in Bell South Local Service Area 1a as set forth in Section 2.2.2.B of this price list.

A. Area 1a Local Service Offerings:

	Monthly Rate
EXCEL MyLine <sup>SM</sup> StandAlone Local Service:	\$35.00
EXCEL Classic MyLine <sup>SM</sup> Basic Local Service Package:	\$44.95
Additional Line(s) (each)	\$44.95
EXCEL Classic MyLine <sup>SM</sup> Value Local Service Package:	\$54.95
Additional Line(s) (each)	\$54.95
EXCEL Classic MyLine <sup>SM</sup> Complete Local Service Package:	\$69.95
Additional Line(s) <sup>1</sup> (each)	Not Available

B. Touch Tone Calling Service - *(also referred to as DTMF Dialing)*

Prices for Touch Tone Calling Service, as defined in this tariff, are reflected in the Local Services Offers prices in 4.2.2.A, preceding. Customers subscribing to Touch Tone Calling Service will be billed at the following rate in addition to all charges associated with the Customer's basic local service plan:

Monthly Rate	\$0.18
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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.3 The following charges are applicable to customers located in the Verizon exchanges in Local Service Area 2 as set forth in Section 2.2.2.C of this price list.

A. Area 2 Local Service Offerings:

	Monthly Rate
EXCEL MyLine <sup>SM</sup> StandAlone Local Service:	\$30.00
EXCEL Classic MyLine <sup>SM</sup> Basic Local Service Package:	\$39.95
Additional Line(s) (each)	\$39.95
EXCEL Classic MyLine <sup>SM</sup> Value Local Service Package:	\$49.95
Additional Line(s) (each)	\$49.95
EXCEL Classic MyLine <sup>SM</sup> Complete Local Service Package:	\$59.95
Additional Line(s) <sup>1</sup> (each)	\$49.95

B. Touch Tone Calling Service - *(also referred to as DTMF Dialing)*

Prices for Touch Tone Calling Service, as defined in this tariff, are reflected in the Local Services Offers prices in 4.2.B.1, preceding. Customers subscribing to Touch Tone Calling Service will be billed at the following rate in addition to all charges associated with the Customer's basic local service plan:

Monthly Rate	\$0.18
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<sup>1</sup> The additional line option for the EXCEL Classic MyLine<sup>SM</sup> Complete Service Package will not be available to new Customers after January 12, 2003.



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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.4 The following charges are applicable to customers located in the Verizon exchanges in Local Service Area 2a as set forth in Section 2.2.2.D of this price list.

A. Area 2 Local Service Offerings:

	Monthly Rate
EXCEL MyLine <sup>SM</sup> StandAlone Local Service:	\$38.83
EXCEL Classic MyLine <sup>SM</sup> Basic Local Service Package:	\$48.78
Additional Line(s) (each)	\$48.78
EXCEL Classic MyLine <sup>SM</sup> Value Local Service Package:	\$58.78
Additional Line(s) (each)	\$58.78
EXCEL Classic MyLine <sup>SM</sup> Complete Local Service Package:	\$69.95
Additional Line(s) <sup>1</sup> (each)	\$58.78

B. Touch Tone Calling Service - *(also referred to as DTMF Dialing)*

Prices for Touch Tone Calling Service, as defined in this tariff, are reflected in the Local Services Offers prices in 4.2.C.1, preceding. Customers subscribing to Touch Tone Calling Service will be billed at the following rate in addition to all charges associated with the Customer's basic local service plan:

Monthly Rate	\$0.18
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<sup>1</sup> The additional line option for the EXCEL Classic MyLine<sup>SM</sup> Complete Service Package will not be available to new Customers after January 12, 2003.

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.5 EXCEL MyLine<sup>SM</sup> Bundled Service Packages—Rates and Charges

The EXCEL MyLine<sup>SM</sup> bundled service packages are available in Areas 1, 1a, 2 and 2a as described in Sections 2.2.2.A, 2.2.2.B, 2.2.2.C and 2.2.2.D and will be billed at the following rates in addition to all charges associated with the Customer's optional services and/or additional long distance usage, if any:

	Monthly Rate			
	Area 1	Area 1a	Area 2	Area 2a
EXCEL MyLine <sup>SM</sup> Basic Package				
With MyLine <sup>SM</sup> \$.05 Plan				
Primary Line	\$39.95	\$44.95	\$39.95	\$48.78
Additional Line	\$39.95	\$44.95	\$39.95	\$48.78
With MyLine <sup>SM</sup> \$.03 Plan				
Primary Line	\$42.90	\$47.90	\$42.90	\$51.73
Additional Line	\$42.90	\$47.90	\$42.90	\$51.73
EXCEL MyLine <sup>SM</sup> Value Package				
With MyLine <sup>SM</sup> \$.05 Plan				
Primary Line	\$49.95	\$54.95	\$49.95	\$58.78
Additional Line	\$49.95	\$54.95	\$49.95	\$58.78
With MyLine <sup>SM</sup> \$.03 Plan				
Primary Line	\$52.90	\$57.90	\$52.90	\$61.73
Additional Line	\$52.90	\$57.90	\$52.90	\$61.73
EXCEL MyLine <sup>SM</sup> Complete Package				
With MyLine <sup>SM</sup> \$.05 Plan				
Primary Line	\$59.95	\$69.95	\$59.95	\$69.95
Additional Line	\$59.95	\$69.95	\$59.95	\$69.95

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.6 RATES AND CHARGES

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following monthly rates in addition to all charges associated with the Customer's optional services and/or additional long distance usage, if any:

A.	Areas 1 and 1a	
	Simple Plan	\$19.97
	Basic Plan	\$21.95
	Select Plan	\$29.91
	Value Plan	\$31.95
	Premium Plan	\$39.94
	Unlimited Plan	\$41.95
B.	Areas 2 and 2a	
	Simple Plan	\$19.97
	Basic Plan	\$21.95
	Select Plan	\$33.91
	Value Plan	\$40.95
	Premium Plan	
	Zone 1	\$44.94
	Zones 2 and 3	\$52.94
	Unlimited Plan	
	Zone 1	\$53.95
	Zones 2 and 3	\$61.95

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.8 CUSTOM FEATURE RATES

The Customer Feature rates listed below will apply only to existing Excel local customers as of October 21, 2009. The following a la carte features are furnished, as specified below:

	Monthly Rate	Per Use Charge
Anonymous Call Rejection - (*77) / (ACR)	\$3.95	N/A
Auto Redial - (*66)	\$3.95	\$0.95
Call Blocking - (*60) Full Restriction	\$3.95	N/A
Call Forwarding	\$3.95	N/A
Call Forwarding - Busy Line	\$3.95	N/A
Call Forwarding - No Answer	\$3.95	N/A
Call Forwarding - Busy/No Answer	\$3.95	N/A
Call Forwarding - Selective	\$3.95	N/A
Call Forwarding - With Remote Access	\$3.95	N/A
Caller ID - Number Only	\$3.95	N/A
Caller ID - With Name and Number	\$6.95	N/A
Call Return (*69)	\$3.95	\$0.95
Call Trace (*57)	N/A	\$7.00
Call Waiting - Without ID	\$3.95	N/A
Call Waiting - With ID	\$3.95	N/A
Distinctive Ring	\$3.95	N/A
Priority Call (*61)	\$3.95	N/A
Speed Dialing 8	\$3.95	N/A
Three Way Calling	\$3.95	\$0.95

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.8 CUSTOM FEATURE RATES (Continued)

A. Customer Feature Rates - Areas 1 and 1a

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following rates for Custom Features:

	Monthly Rate	Per Use Charge
Anonymous Call Rejection - (*77) / (ACR)	\$5.75	N/A
Auto Redial - (*66)	\$6.75	\$2.00
Call Blocking - (*60) Full Restriction	\$6.75	N/A
Call Forwarding	\$6.75	N/A
Call Forwarding - Busy Line	\$2.00	N/A
Call Forwarding - No Answer	\$2.00	N/A
Call Forwarding - Selective	\$5.75	N/A
Caller ID - With Name and Number	\$9.50	N/A
Call Return (*69)	\$7.75	\$2.00
Call Trace (*57)	N/A	\$3.50
Call Waiting	\$7.25	N/A
Call Waiting - With ID	\$8.25	N/A
Speed Dialing 8	\$6.75	N/A
Three Way Calling	\$6.75	\$2.00

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.8 CUSTOM FEATURE RATES (Continued)

B. Customer Feature Rates - Areas 2 and 2a

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following rates for Custom Features:

	Monthly Rate	Per Use Charge
Anonymous Call Rejection - (*77) / (ACR)	\$3.00	N/A
Auto Redial - (*66)	\$5.25	\$1.25
Call Forwarding	\$4.00	N/A
Call Forwarding - Busy Line/No Answer	\$5.50	N/A
Caller ID - With Name and Number	\$8.25	N/A
Call Return (*69)	\$5.25	\$1.25
Call Trace (*57)	N/A	\$4.50
Call Waiting	\$7.50	N/A
Call Waiting - With ID	\$0.00	N/A
Speed Dialing 8	\$4.25	N/A
Three Way Calling	\$5.00	\$1.25

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.9 DIRECTORY LISTINGS

- A. The Directory Listing charges listed below will apply only to existing Excel local customers as of October 21, 2009.

	Monthly Recurring Charge	Non- recurring Charge
Directory Listing - Standard	No Charge	No Charge
Directory Listing - Additional	\$0.75	\$10.00
Directory Listing - Non Published	\$1.10	No Charge
Directory Listing - Non Listed	\$1.10	No Charge

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.2 LOCAL EXCHANGE SERVICES (Continued)

4.2.9 DIRECTORY LISTINGS (Continued)

- B. Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following rates for Directory Listings for Areas 1 and 1a:

	Monthly Recurring Charge	Non- recurring Charge
Directory Listing - Standard	No Charge	No Charge
Directory Listing - Additional	\$1.20	\$10.00
Directory Listing - Non Published	\$3.65	No Charge
Directory Listing - Non Listed	\$1.80	No Charge

- C. Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following rates for Directory Listings for Areas 2 and 2a:

	Monthly Recurring Charge	Non- recurring Charge
Directory Listing - Standard	No Charge	No Charge
Directory Listing - Additional	\$3.00	\$10.00
Directory Listing - Non Published	\$3.00	No Charge
Directory Listing - Non Listed	\$3.00	No Charge

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.3 OPERATOR SERVICES

4.3.1 The Operator Services charges listed below will apply only to existing Excel local customers as of October 21, 2009.

A. Local Directory Assistance Service Charge, up to 2 listings per call

	Per Call Charge
Local DA	\$0.75

B. Local Directory Assistance with Call Completion

	Per Call Charge
DACC	\$1.30

C. Busy Line Verification/Interrupt Service Charges

	Per Call Charge
Per Verification	\$9.95
Per Interrupt	\$9.95

D. Operator Assisted Calling Service Charges

	Per Call Charge
Sent Paid	\$3.45
Station Collect	\$3.45
Station Collect / Directory Assistance	\$3.45
Bill to Third Number	\$3.45
Bill to Third Number / Directory Assistance	\$3.45
Person-to-Person	\$9.95
Person-to-Person / Directory Assistance	\$9.95

E. Operator Service Per Minute Rate

	Per Call Charge
Per Minute Rate	\$0.55

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SECTION 4.0 - CONSUMER LOCAL RATES AND CHARGES, (CONT'D.)

4.3 OPERATOR SERVICES (Continued)

4.3.2 Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following rates for Local Operator Services for Areas 1, 1a, 2 and 2a:

A. Local Directory Assistance Service Charge, up to 2 listings per call

	Areas 1 and 1a	Areas 2 and 2a
Local DA	\$1.80 per call	\$1.50 per call

B. Local Directory Assistance with Call Completion

	Areas 1 and 1a	Areas 2 and 2a
Local DA	\$0.00 per call	\$0.45 per call

C. Busy Line Verification/Interrupt Service Charges

	Areas 1 and 1a	Areas 2 and 2a
Per Verification	\$4.50 per call	\$3.75 per call
Per Interrupt	\$9.00 per call	\$3.75 per call

D. Operator Assisted Calling Service Charges

Areas 1, 1a, 2 and 2a	Per Call Charge
Sent Paid	\$3.45
Station Collect	\$3.45
Station Collect / Directory Assistance	\$3.45
Bill to Third Number	\$3.45
Bill to Third Number / Directory Assistance	\$3.45
Person-to-Person	\$9.95
Person-to-Person / Directory Assistance	\$9.95

E. Operator Service Per Minute Rate

Areas 1, 1a, 2 and 2a	Per Call Charge
Per Minute Rate	\$0.55

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SECTION 5.0 - COMMERCIAL LOCAL SERVICE DESCRIPTIONS

5.1 [Reserved For Future Use]

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SECTION 6.0 - COMMERCIAL RATES AND CHARGES

6.1 [Reserved For Future Use]

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## SECTION 7.0 - CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### 7.1 SPECIAL CHARGES

#### 7.1.1 Applications

Special charges may be applied in addition to the usual service connection charges and monthly rates. Special charges apply primarily when unusual investment or expense will be incurred by the Company. Special charges will apply when:

- A. conditions require or the Customer request the provision of special equipment or unusual or nonstandard methods of plant construction, installation or maintenance or a move of equipment or necessary facilities;
- B. the Customer's location requires the use of costly private right-of-way; and
- C. the proposed service is of a temporary nature, and the plant to be placed would not be useful to the Company in the general conduct of its business after that service was discontinued.

#### 7.1.2 Customer Requirements

- A. Temporary Construction - The Customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the Customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.
- B. The Company shall retain title (if applicable) to all plant constructed, as specified within this price list, provided wholly or partially at a Customer's expense.
- C. When attachments are made to poles of other companies, instead of providing construction for which the Customer would be charged under the provisions of this section, the Customer shall pay the other company's cost for such attachments.
- D. The Customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.

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SECTION 7.0 - CHARGES APPLICABLE UNDER SPECIAL CONDITIONS, (CONT'D.)

7.2 LINE EXTENSIONS

7.2.1 Conditions for Line Extension Charges

Construction Charges for line extensions are applied to Customer's with abnormally long extension requirements to prevent unreasonable burdening of the general body of existing Customers or service subscribers.

7.2.2 Rules for Line Extension Charges

- A. All costs will be computed on a current basis, and material cost will be computed on the basis of the extension of the minimum sized cable used by the Company or its designated facilities provider to the Customer.
- B. The Company will determine the type of cable plant extension required on the basis of current and projected conditions and estimate the cost accordingly.
- C. The construction charge for line extensions is apportioned equally among all Customers of a group.
- D. Customers may be required to make advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the Company's judgement there is evidence of credit risk. A cash deposit may also be required as specified in Rules and Regulations, Section 2.3.5., on Deposits.
- E. Payments for line construction are not refundable, and no credit will be allowed for future installations on line extensions constructed under the above regulations.

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SECTION 7.0 - CHARGES APPLICABLE UNDER SPECIAL CONDITIONS, (CONT'D.)

7.2 LINE EXTENSIONS, (Continued)

7.2.3 Poles on Private Property

The Company or its designated facilities provider will provide the poles on private property which are used in serving an individual Customer at no cost to the Customer except in cases where the Customer is required to pay for constructing the line extension. Poles requested by the Customer, in excess of those deemed necessary by the Company, will be charged to the Customer at the installed cost.

7.2.4 Provisions of Private Rights-of-Way

The Company's obligation to provide service through line extension depends entirely on its ability to secure, retain and maintain suitable rights-of-ways without incurring unreasonable expense. When conditions require, Customers shall provide, without expense to the Company, private rights-of-way as needed. Any and all private rights-of-way permit requirements and any and all associated costs will be the responsibility of the Customer and must be furnished before a plant extension project begins.

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SECTION 7.0 - CHARGES APPLICABLE UNDER SPECIAL CONDITIONS, (CONT'D.)

7.3 SPECIAL CONSTRUCTION

7.3.1 Construction on Private Property

- A. The Company or its designated facilities provider will furnish an average amount of entrance and distribution facilities, provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- B. If additional entrance or distribution facilities are required, or if conditions require special equipment, maintenance or methods of construction, if the installation is for a temporary purpose, or if for any other reason, the construction costs are excessive as compared with the revenue to be derived from the project, the Customer may be required to pay for costs over and above the costs applicable for a normal installation.
- C. The Customer will provide the Company upon request and without charge written permission for the placement of Company facilities (or the facilities of a Company-designated service provider) on their property.
- D. The Customer is responsible for providing satisfactory entrance to the building and space for mounting any necessary network protection equipment.

7.3.2 Temporary Service

Where plant construction is required to provide any temporary service or facility, or where it is necessary to place temporary construction in advance of permanent construction in order to meet the Customer's requirements, the Company may require the Customer to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

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SECTION 7.0 - CHARGES APPLICABLE UNDER SPECIAL CONDITIONS, (CONT'D.)

7.3 SPECIAL CONSTRUCTION, (Continued)

7.3.3 Service Provided to Movable Premises

- A. When telephone service is provided to movable premises by means of aerial plant, the Customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The Customer shall place, own and maintain the pole. However, if the Customer elects and the Company agrees, the Company or its designated service provider will place, own and maintain the pole and bill the Customer the cost of placing the pole.
- B. Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction in order to meet the Customer's requirements, the Company may require the Customer to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

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SECTION 7.0 - CHARGES APPLICABLE UNDER SPECIAL CONDITIONS, (CONT'D.)

7.3 SPECIAL CONSTRUCTION, (Continued)

7.3.4 Service to Residential and Commercial Developments

The construction charges, allowances and provisions previously specified in this Section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development which, in the Company's opinion, are of a promotional or speculative nature, the Company may require an advance deposit equal to all or a portion of the costs of such construction, depending on the circumstances in each case. This advance deposit will be payable prior to the start of construction.

- A. The Company and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as Customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be recomputed to reflect regular price list allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.
- B. The Customer for telephone service to a development is required to provide the Company, at his own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

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SECTION 7.0 - CHARGES APPLICABLE UNDER SPECIAL CONDITIONS, (CONT'D.)

7.3 SPECIAL CONSTRUCTION, (Continued)

7.3.5 Underground Service Connections

When a Customer requests that underground service connections be installed instead of aerial facilities which would ordinarily be used, or when aerial facilities are used to provide service, and the Customer subsequently requests that facilities be placed underground, the following regulations apply:

- A. the Customer shall pay the cost on constructing and maintaining underground conduits which will be built according to Company specifications or according to the specifications of the Company's designated service provider;
- B. any ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;
- C. if a Customer requests that cable be installed in a trench, the trench shall be constructed and back filled under the Company's supervision at the Customer's expense;
- D. the Company or its designated service provider will maintain and replace cable installed in conduit where the Company has inspected and approved the conduit. The Company or its designated service provider will repair or replace cable in conduit or trench necessitated by damage caused by the Customer or his representatives, only at the Customer's expense; and
- E. the Company or its designated service provider may replace existing aerial facilities with underground facilities in connection with planned projects or during its normal operations. If a Customer requests the removal and replacement of existing aerial facilities with underground facilities prior to the time of normal replacement, the Customer will be responsible for the expense incurred by the Company in making the replacement.

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SECTION 7.0 - CHARGES APPLICABLE UNDER SPECIAL CONDITIONS, (CONT'D.)

7.4 SPECIAL SERVICE ARRANGEMENTS

7.4.1 General

- A. If a Customer's requirements cannot be met by regular service arrangements, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such facilities. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's price lists.
- B. If any type of qualifying special assembly device is subscribed to by more than three (3) customers, the Company may file the offering as a general service offering in the appropriate price list section.

7.4.2 Rates and Charges

- A. Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangements.
- B. Estimated costs, which consist of an estimate of the total cost to the Company of providing the special service arrangement, may include the following:
  - 1. cost of maintenance;
  - 2. cost of operation;
  - 3. depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on anticipated useful service life less estimated net salvage value;
  - 4. general administration expenses, including taxes on the basis of average charges for these items;
  - 5. any other item of expense associated with the particular special service arrangement; and
  - 6. an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.

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SECTION 7.0 - CHARGES APPLICABLE UNDER SPECIAL CONDITIONS, (CONT'D.)

7.4 SPECIAL SERVICE ARRANGEMENTS, (Continued)

7.4.2 Rates and Charges, (Continued)

- C. The estimated installed cost described above will include the costs of equipment and materials provided or used, plus estimated labor costs, including the cost of installation, engineering, supervision, transportation, rights-of-way, in addition to other items chargeable to the capital accounts.
- D. Special service arrangement rates are subject to revision depending on changing costs.
- E. If and when a special service arrangement becomes a price list offering, the rate or rates in the price list will apply from the effective date of the price list.
- F. The following rate treatments may be used in connection with charges for special service arrangements:
  - 1. monthly rental or termination agreement with or without an installation charge; and
  - 2. installation charge only.

7.5 OTHER REGULATIONS

Line extensions and special service arrangements are further subject to the regulations specified in the price lists of this Company, or in the price lists of the Company's designated service provider, as they now exist, and any revisions, additions or supplements which may be made in the future.

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## SECTION 8 - LOCAL MARKET TRIALS

### 8.1 Local Market Trials

- 8.1.1 Purpose - A market trial is intended to enable the Company to test its ability to provide services that may eventually be made available to the general public. As a part of a market trial, the Company may need to test the capabilities of the systems required by a proposed service, including, but not limited to, systems needed to establish, provision, operate, bill and/or collect for a service, whether such systems are provided solely by the company or in combination with systems provided by other carriers or vendors. A market trial is not an offer to provide service to the general public.
- 8.1.2 Eligibility - The Company may limit customers who are eligible to receive a service that is offered as part of a market trial, including but not limited to, limitations on the number of customers or the classes of customers who may subscribe to the service during the market trial. Additionally, the Company may limit the market trial to customers who are employees of the Company.
- 8.1.3 Availability - The Company, at its option, may choose to offer a market trial service on a statewide basis or may limit the availability of a market trial service to a smaller geographic area. The area in which a market trial service is available may include all or part of an exchange and need not conform to existing exchange area boundaries.
- 8.1.4 Duration - A market trial may be conducted for any period of time defined by the Company, not to exceed 12 months.
- 8.1.5 Notice - The Company will notify the Commission in writing of any local market trial services being offered in Florida.
- 8.1.6 Applicability of Other Price List Provisions - If the terms and conditions of the market trial conflict with other provisions of this price list, the market trial terms and conditions shall govern the market trial service offering. In all other instances, a market trial shall be subject to the other terms and conditions for service as contained in this price list.

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## SECTION 9 - PROMOTIONAL OFFERINGS

From time to time, the Company may provide certain special offerings to its Customers in the form of service promotions. These special offerings may be limited to certain dates, times and locations. The Company's service promotions are listed below:

### 9.1 MyLine<sup>SM</sup> Basic Caller ID Promotion

Beginning September 1, 2003 and ending September 30, 2003, Excel offers the MyLine<sup>SM</sup> Basic and Caller ID Promotion to new residential Customers in the State of Florida. New Customers who subscribe to EXCEL MyLine<sup>SM</sup> Basic Local Service Package and Caller ID during the aforementioned time period will be eligible to receive a billing credit to reimburse the Caller ID monthly recurring charges for the first three months of service. The billing credit will be applied to the Customer's account during the third month of service and should appear on the same invoice as the Customer's third monthly recurring charge for the Caller ID feature. The Customer must remain subscribed to both the EXCEL MyLine<sup>SM</sup> Basic Local Service Package and Caller ID for the entire three-month period in order to be eligible to receive the billing credit, and the Customer's account must be in good standing.

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*This Price List replaces in its entirety the current Comtel Telcom Assets LP d/b/a Excel Telecommunications d/b/a VarTec Telecom F.P.S.C. No. 3 - Local currently on file with the Commission.*

Regulations, Rates and Charges  
Applicable to Access Services provided by

MATRIX TELECOM, INC.

D/B/A  
EXCEL TELECOMMUNICATIONS

D/B/A  
VARTEC TELECOM

within a Local Access and Transport Area (LATA) or  
equivalent Market Area for connection to intrastate  
communications facilities for Intrastate Customers within  
the State of Florida

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CHECK SHEET

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

Sheet	Revision		Sheet	Revision		Sheet	Revision	
Title	Original	*	26	Original	*	51	Original	*
1	Original	*	27	Original	*	52	Original	*
2	Original	*	28	Original	*	53	Original	*
3	Original	*	29	Original	*	54	Original	*
4	Original	*	30	Original	*	55	Original	*
5	Original	*	31	Original	*	56	Original	*
6	Original	*	32	Original	*	57	Original	*
7	Original	*	33	Original	*	58	Original	*
8	Original	*	34	Original	*	59	Original	*
9	Original	*	35	Original	*	60	Original	*
10	Original	*	36	Original	*	61	Original	*
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12	Original	*	38	Original	*	63	Original	*
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15	Original	*	41	Original	*	66	Original	*
16	Original	*	42	Original	*	67	Original	*
17	Original	*	43	Original	*	68	Original	*
18	Original	*	44	Original	*	69	Original	*
19	Original	*	45	Original	*	70	Original	*
20	Original	*	46	Original	*	71	Original	*
21	Original	*	47	Original	*	72	Original	*
22	Original	*	48	Original	*	73	Original	*
23	Original	*	49	Original	*	74	Original	*
24	Original	*	50	Original	*	75	Original	*
25	Original	*						

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77	Original	*	85	Original	*	92	Original	*
78	Original	*	86	Original	*	93	Original	*
79	Original	*	87	Original	*	94	Original	*
80	Original	*	88	Original	*	95	Original	*
81	Original	*	89	Original	*	96	Original	*
82	Original	*	90	Original	*	97	Original	*
83	Original	*						

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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

REGISTERED SERVICE MARKS

NONE

REGISTERED TRADEMARKS

NONE

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#### EXPLANATION OF SYMBOLS

- (D) - Indicates a Discontinued Rate or Regulation
- (E) - Indicates a Correction of an Error Made During a Revision
- (I) - Indicates a Rate Increase
- (M) - Indicates a Move of Text but no Change in Text, Rate or Regulation
- (N) - Indicates a New Rate or Regulation
- (R) - Indicates a Rate Reduction
- (T) - Indicates a Change in Text but no Change in Rate or Regulation

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SECTION 1.0 - APPLICATION OF PRICE LIST

- 1.1 This price list contains regulations, rates and charges applicable to the provision of Switched Access and other miscellaneous services hereinafter referred to collectively as service(s). These services are provided to customers by Matrix Telecom, Inc. d/b/a Excel Telecommunications d/b/a VarTec Telecom, hereinafter the Company.
- 1.2 The provision of such services by the Company as set forth in this price list does not constitute a joint undertaking with the customer for the furnishing of any service.

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SECTION 2.0 - GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company does not undertake to transmit messages under this price list.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this price list.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this price list.
- F. The Company makes no understanding under this price list with respect to any Customer that has provided a Service Order relating to facilities of the Company to another telephone company (such as provider of service at an Access Tandem), but has not provided a copy of the Service Order directly to the Company. Notwithstanding the foregoing, such Customers shall be fully liable for the obligations and undertakings of Customers under this price list as fully as if such Customers had provided valid Service Orders directly to the Company.
- G. With respect to Network Element-Provided Access Service (NEPAS), the Company shall not be responsible for the facilities used to provide such services, including installation, operation, maintenance, testing, trouble handling, or performance of such facilities.
- H. This price list applies only to access services provided over Excel facilities, including NEPAS.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.2 Limitations

A. Assignment or Transfer of Services

The customer may assign or transfer the use of services provided under this price list only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

1. another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
2. a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this price list shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.2 Limitations - (Continued)

B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

C. Sequence of Provisioning

Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

The first-come, first served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Company on customer access orders. These orders must contain all the information as required for each respective service as delineated in other sections of this price list. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this price list. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (G) following, the Company's liability if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this price list as a Credit Allowance for a Service Interruption.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST SAVINGS, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES AND FACILITIES FURNISHED BY THE COMPANY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.3 Liability - (Continued)

B. Acts or Omissions

The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

C. Damages to Customer or End-User Premises

The Company is not liable for damages to the customer or any End-User premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.3 Liability - (Continued)

D. Indemnification of Company

1. By the End User

The Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this price list, involving:

- a. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- b. Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end users or customer or;
- c. All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this price list.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.3 Liability - (Continued)

D. Indemnification of Company - (Continued)

2. By the Customer

The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this price list, involving:

- a. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- b. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or customer or;
- c. All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this price list.

E. Explosive Atmospheres

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.3 Liability - (Continued)

F. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this price list. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this price list and will indemnify such customer for any damages awarded based solely on such claims.

2.1.4 Provision of Services

A. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this price list shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.6 following.

The Company will provide to the customer, upon reasonable notice, services offered in other applicable sections of this price list at rates and charges specified therein. Services will be made available where technically feasible to the extent that such services are or can be made available with reasonable effort, and, the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of service and after provision has been made for the Company's telephone exchange services.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.5 Points of Termination

The term "Point of Termination" denotes a point at a Customer Premise at which the Company's responsibility for the provision of Access Service ends.

2.1.6 Service Maintenance

Except under NEPAS, the services provided under this price list shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, or attempt to repair any facilities applied by the Company, other than by connection or disconnection to any interface means used, except with written consent of the Company.

A. Trouble Reporting

1. Trouble Receipt- The first point of contact (the Company or the customer) will, upon receipt of the trouble report, be responsible for determining the source of the trouble by testing or other means. If analysis or testing indicates the trouble to be in the service provider other than the one taking the report, the holder of the trouble report may refer the trouble report to the appropriate service provider (the Company or the Customer) or the person or entity who initiated the trouble report may be referred to the appropriate service provider.
2. Sectionalization- The Company or Customer identifying the trouble is responsible to initiate sectionalization to the Point of Termination. It is anticipated that the sectionalization could involve cooperative testing and, in the interest of maintaining continuity of service, all entities are expected to participate in this activity when requested.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.6 Service Maintenance - (Continued)

A. Trouble Reporting, (Continued)

3. Repair Verification- Repair verification tests, as warranted by the trouble condition found, will be cooperatively performed upon request by the Company or the Customer to ensure the service is optional.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this price list. Such actions may include, without limitation:

- substitution of fiber or optical facilities
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in the applicable sections of the price list. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.8 Refusal and Discontinuance of Service

- A. If a customer fails to comply 2.3.1, or 2.4.1 following (respectively, Damages, Payment Arrangements) including any customers failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the customer by Certified U.S. Mail, take the following actions:

1. refuse additional applications for service and/or refuse to complete any pending orders for service, and/or
2. discontinue the provision of service to the customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

If a customer terminates service prior to the expiration of a term, the customer will be assessed an early termination penalty based upon the terms contained within the contract signed by the customer.

- B. If a customer or end- user fails to comply with 2.2.2 following (Unlawful and Abusive Use), the Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this price list in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its general and/or local exchange service price lists.

In such instances when termination occurs the Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.8 Refusal and Discontinuance of Service - (Continued)

- C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the customer fails to comply with 2.2.1 following (Interference or Impairment), the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.6 following is not applicable.
- D. When access service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable price list provisions, the price list regulations of the end office Company shall apply for joint service discontinuance.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.8 Refusal and Discontinuance of Service - (Continued)

- E. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying customer without further notice.
- F. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8(F) if a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or part of the Company's tariffed charges by:
  - 1. Using or attempting to use services by rearranging, tampering with, or making connections not authorized by the price list to the Company's service, or
  - 2. Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
  - 3. Using any fraudulent means or devices.

With respect to NEPAS, the Company may discontinue the furnishing of any and/or all services to the Customer or refuse additional applications for service to the extent that such services are discontinued or applications are refused by the Incumbent Local Exchange Carrier.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.9 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company - (Continued)

2.1.10 Notification of Service-Affecting Activities

The Company will provide the customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

1. equipment or facilities additions,
2. removals or rearrangements,
3. routine preventative maintenance, and
4. major switching machine change-out.

Generally, such activities are not individual customer service specific, but may affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer six (6) months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.2 Use

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this price list shall not:

1. interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
2. cause damage to their plant,
3. impair the privacy of any communications carried over their facilities, or
4. create hazards to the employees of any of them or the public.

2.2.2 Unlawful and Abusive Use

The service provided under this price list shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

1. The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
2. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Company for damages to Company facilities or the facilities of any third party-utilized to provide services under this price list caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this price list shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the company to provide services under this price list at non-Company locations where such services terminate. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing, or removing facilities used to provide service.

2.3.4 Availability for Testing

Access to facilities used to provide services under this price list shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.6(C)(4) following, no credit will be allowed for any interruptions involved during such tests and adjustments.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.5 Design of Customer Service

Subject to the provisions of 2.1.7 preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations, or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the Company's facilities.

Customer services must be designated and maintained, and sufficient services ordered by the Company, so that the following grades of service are maintained on the Customer's Access Service trunks:

1. For traffic routed via Access Tandems
2. For traffic routed directly to End Offices

With the respect to NEPAS, the customer shall be responsible for compliance with all requirements imposed by the Incumbent Local Exchange Carrier.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.6 Claims and Demands for Damages (Customer Indemnification Obligations)

- A. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this price list, any circuit, apparatus, system or method provided by the customer.
- B. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this price list including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this price list; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.
- C. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act of omission of the customer in the course of using services provided under this price list.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.7 Coordination with Respect to Network Contingencies

Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.8 Jurisdictional Report and Certification Requirements

A. Jurisdictional Reports - Switched Access

For Switched Access Service, the Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The following regulations govern such estimates, the reporting by the customer and cases where the Company will develop jurisdictional percentages.

1. General

When a customer initially utilizes Switched Access Service, the customer shall state the Percent Interstate Usage (PIU) on a statewide or LATA level (at the option of the customer) on a local exchange company specific basis for the following:

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated, is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.8 Jurisdictional Report and Certification Requirements - (Continued)

A. Jurisdictional Reports - Switched Access - (Continued)

1. General - (Continued)

The customer shall furnish to the Company annually a report of the actual PIU on a statewide or LATA (at the option of the customer) on a local exchange company specific basis.

The customer, at its own option, may report revised PIUs more frequently if a change warrants an update before the annual period. These updates should be made to the Company on the first day of the next available quarter (January, April, July, or October). The annual report of revised PIUs should be received by the first of March of each year. The report should show revised interstate percentages of use representing interstate usage for the past calendar year period, for each interstate service. The revised percentage will be implemented July 1, and will serve as interstate percentage for the next twelve months billing. If the customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last report. For those cases in which a 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 as set forth in (2) following.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.8 Jurisdictional Report and Certification Requirements - (Continued)

A. Jurisdictional Reports - Switched Access - (Continued)

2. The customer shall compute the PIU using the following formula (rounded to a whole percentage).

Interstate Minutes/Total Minutes

For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office where 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.

The Company, where the jurisdiction can not be determined from the call detail, will determine the projected interstate percentages as follows:

- a. When originating call details are insufficient to determine the jurisdiction for the call, the customer must supply the projected interstate percentage or a default percentage of 50% will be applied.
- b. For terminating access minutes, the customer must supply the interstate percentage or a default percentage of 75% will be applied.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.8 Jurisdictional Report and Certification Requirements - (Continued)

B. Billing Disputes Involving Jurisdictional Reports - Switched Access

For Switched Access, if a billing dispute arises involving the projected interstate percentage, the Company will ask the customer to provide the data the customer used to determine the projected interstate percentage. The customer shall supply the data within thirty (30) days of the Company request. The customer shall keep, for a minimum of 12 months, records of call detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentage. At a minimum for annual PIU revisions, the information used by the customer to support the revised PIU must reflect usage (either actual or a representative sample) for each quarter of the prior calendar year. No change will be made to existing interstate percentages until the detail has been provided to warrant such change.

If the revised PIU represents what the Company considers to be a substantial deviation (a deviation of ten percentage points or more for the preceding twelve calendar months is a substantial deviation) from the customer's previously reported PIU for the period upon which the revised PIU was based, and cannot be attributed to seasonal changes or other identifiable reasons the Company will request a traffic summary or other customer-initiated independently determined verification of PIUs.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.9 Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage determined as set forth in 2.3.8 preceding will serve as the basis for prorating the charges unless the Company is billing according to actual data by jurisdiction. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

A. Monthly and Nonrecurring Charges

For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated price list rate.

B. Usage Sensitive Charges

For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Company assumed average use) times the stated price list rate.

The intrastate percentage may change as revised usage reports are submitted as set forth in 2.3.8 preceding.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.10 Sales Use and Other Taxes

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

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state, and federal surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale, or use of company services, and which are in addition to such taxes, charges or surcharges already specified in the price list, in such event the Customer shall be responsible for payment of those taxes, charges or surcharges from the date that the Company first became liable for the same.

In the event of any dispute over the lawfulness of any tax, charge, or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by the court or other lawful authority if such funds were retained by the company, or were returned to the Company by the taxing jurisdiction which imposed the tax or surcharge.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer - (Continued)

2.3.11 Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such Other Carrier to act on their behalf for billing and settlements related to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an "Intermediate Carrier") under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized to bill the Customer for all access services under the Intermediate Carrier's price list as if all services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable price list of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Price list.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements

2.4.1 Payment of Rates, Charges and Deposits

A. Deposits

The Company will only require a customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Company, the customer will receive interest at the same percentage rate as that set forth in (C)(2)(a) or in (C)(2)(b) following, whichever is lower.

The rate will be compounded daily for the number of days from the date the customer deposit is received by the Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.1 Payment of Rates, Charges and Deposits - (Continued)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the customer under this price list attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this price list), the period of service each bill covers and the payment date will be as follows:

1. Presubscription

For Presubscription Service, the Company will establish a bill day each month for each end user account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Company more than twice in any consecutive 12 month period. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for Presubscription Service will be applied to this bill. Such bills are due when rendered.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.1 Payment of Rates, Charges and Deposits - (Continued)

B. Bill Dates - (Continued)

2. Access Services Other Than Presubscription

For Service other than Presubscription Service, the Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Company more than twice in any consecutive 12 month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in (C) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in (C) following.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.1 Payment of Rates, Charges and Deposits - (Continued)

C. Payment Dates and Late Payment Penalties

1. All bills dated as set forth in (B)(2) preceding for service, other than Presubscription Service, provided to the customer by the Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.1 Payment of Rates, Charges and Deposits - (Continued)

C. Payment Dates and Late Payment Penalties - (Continued)

1. - (Continued)

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

- a. If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- b. If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.1 Payment of Rates, Charges and Deposits - (Continued)

D. Billing Disputes

Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 875-9235. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
1-800-342-3552

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.1 Payment of Rates, Charges and Deposits - (Continued)

E. Billing Disputes Resolved in Favor of the Company

1. Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (C)(2) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.
2. If the customer pays the bill in full by the payment due date, and initiates a billing dispute within ninety (90) days of the payment due date and the dispute is resolved in favor of the Company then neither a late payment charge nor a penalty interest charge are applicable.

F. Billing Disputes Resolved in Favor of the Customer

If the customer pays the total billed amount and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually refunds the overpayment to the customer. The penalty interest rate shall be the lesser of:

1. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
2. 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.1 Payment of Rates, Charges and Deposits - (Continued)

G. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonably be required for verification of any bill.

H. Rounding of Charges

When a rate as set forth in this price list is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for the following, or as otherwise specified:

- Switched Access usage rated services
- Directory Assistance usage rated services

The minimum period for which service is provided and for which rates and charges are applicable for a specialized service or arrangement provided on an individual case basis is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

A service with a one month minimum period that is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.3 Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same customer.
3. The service is at the same location on the same premises.
4. The re-establishment of service begins within 60 days after Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.4 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this price list does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

2.4.5 Access Services Provided By More Than One Company - Meet Point Billing

When an Access Service is provided by more than one Company, the Companies involved will mutually agree upon one of the billing methods as set forth in (A) and (B) following based on the service being provided. The Companies will notify the customer in writing of the billing method being used.

Meet Point Billing is required when an access service is provided by multiple Companies for Feature Group D Switched Access Services.

Each Company jointly providing the access service will receive an order or a copy of the order from the customer and arrange to provide the service.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.5 Access Services Provided by More Than One Company - Meet Point Billing - (Continued)

For usage rated access services the access minutes of use will generally be determined by the recording company. Where the recording company is not the Bill Rendering Company, the recording company will provide detailed usage records to the Bill Rendering Company to develop the access minutes.

The Bill Rendering Company in a single bill arrangement for Feature Group D Switched Access Services, is normally the end user's end office, for WATS usage the Bill Rendering Company is normally the WATS Serving Office, for Directory Assistance, the Bill Rendering Company is normally the Directory Assistance location. The name of the Bill Rendering Company will be included in the meet point billing notification provided to the customer by all the telephone companies on all meet point billed services.

The non Bill Rendering Company(s) is any Company(s) in whose territory a segment of the Local Transport or Channel Mileage is provided and/or where the customer's Point of Termination is located.

There are two Meet Point Billing Options, Single Bill and Multiple Bill. These billing options are explained in (A) and (B) following. The Single Bill option is the preferred method. However, when a single bill option can not be agreed to by all Companies providing service, the multiple bill option is the default.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.5 Access Services Provided by More Than One Telephone Company - Meet Point Billing - (Continued)

Each Company must provide meet point billing notification to the customer, in writing, when new service is ordered or thirty days prior to changing an existing meet point arrangement. The notification should include the following:

- The Meet Point Billing Option that will be used,
- The Company(s) that will render the bill(s),
- The Company(s) to whom payment(s) should be remitted, and the Company(s) that will provide the bill inquiry function.

A Company that renders a meet point bill, the Bill Rendering Company, will render the bill in accordance with the industry standards as described in the Multiple Exchange Carrier Access Billing (MECAB) Guidelines and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines. The bill will include cross reference(s) to the other Company(s) providing service and common circuit identifiers. Should a billing dispute arise, the terms and conditions of the Bill Rendering company will apply.

A. Single Bill Option

The single bill option allows the customer to receive one bill for access services that are provided by more than one company. The single bill option provides the following three billing alternatives:

- Single Bill/Multiple Price List
- Single Bill/Pass Through Billing, and
- Single Bill/Single Price List

These options are described following in (1), (2) and (3) respectively.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.5 Access Services Provided by More Than One Company - Meet Point Billing -  
(Continued)

A. Single Bill Option - (Continued)

1. Single Bill/Multiple Price List

The single bill/multiple price list bill is prepared by the Bill Rendering Company but reflects all rates and charges for each connecting company's part of the service based on each company's access price list.

The Bill Rendering Company will:

- determine and include all recurring and nonrecurring rates and charges for each involved Company;
- identify each involved Company's rates and charges separately on the bill;
- forward the bill to the customer and provide a copy of the bill or other substantiation of the charges to the connecting Companies; and
- advise the customer how to remit the payment, either directly to each Company involved in the provision of this meet point billed service, or, as a single payment made to the Bill Rendering Company. If payments are to be sent directly to the Bill Rendering Company, the non Bill Rendering Company(s) will provide the customer with written authorization for the payment arrangement.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.5 Access Services Provided by More Than One Company - Meet Point Billing - (Continued)

A. Single Bill Option - (Continued)

2. Single Bill/Pass-Through Billing

The single bill/pass-through bill is compiled by the Bill Rendering Company. Each Company will prepare a bill for its portion of the access service and forward it to the Bill Rendering Company. Normally, these connecting Company bills are forwarded to the Bill Rendering Company without usage to eliminate possible delays.

Each non Bill Rendering Company will:

- prepare its own bill;
- determine its rates and charges for Local Transport, Directory Transport and/or Channel Mileage as set forth in (3) following;
- determine and include all applicable recurring and nonrecurring rates and charges of its access price list; and
- forward the bill to the Bill Rendering Company for the meet point access service.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.5 Access Services Provided by More Than One Company - Meet Point Billing - (Continued)

A. Single Bill Option - (Continued)

2. Single Bill/Pass-Through Billing - (Continued)

The Bill Rendering Company will:

- apply usage data, when needed, to the bills and calculate the charges;
- combine all the bills of the involved Companies providing the meet point access service;
- forward the bill to the customer; and
- advise the customer how to remit the payment, either directly to each Company involved in the provision of this meet point billed service; or, as a single payment made to the Bill Rendering Company. If payments are to be sent directly to the Bill Rendering Company, the non Bill Rendering Company(s) will provide the customer with written authorization for the payment arrangement.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.5 Access Services Provided by More Than One Company - Meet Point Billing - (Continued)

A. Single Bill Option - (Continued)

3. Single Bill/Single Price List

The single bill/single price list bill provides a meet point bill that is billed completely at the Billing Rendering Company's price list rates and regulations.

The Bill Rendering Company will:

- determine and include on the access bill all usage data and all other recurring and nonrecurring rates and charges per its access price list; and
- forward the bill to the customer.

The customer will remit the payment to the Bill Rendering Company.

B. Multiple Bill Option

Under the Multiple Bill Option each company providing the access service will render an access bill to the customer for its portion of the service based on its access price list rates and regulations. For switched access Multiple bills, the end office company is generally the Initial Billing Company (IBC). The IBC is the company that calculates the access minutes to be billed to the customer and provides this data to each connecting company providing service, i.e., the Subsequent Billing Company (SBCs). Each company, IBC and SBC, will:

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.5 Access Services Provided by More Than One Company - Meet Point Billing - (Continued)

B. Multiple Bill Option - (Continued)

- prepare its own bill;
- determine and include all recurring and nonrecurring rates and charges of its access price list;
- reflect its Billing Account Reference (BAR) and all connecting company Billing Account Cross Reference (BACR) code(s);
- forward its bill to the customer.

The customer will remit payment directly to each Bill Rendering Company.

2.4.6 Credit Allowance for Service Interruptions

- A. General - A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this price list or in the event that the protective controls applied by the Company as set forth in 2.1.9. preceding result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.6 Credit Allowance for Service Interruptions - (Continued)

- B. When a Credit Allowance Applies - In case of an interruption to any service, allowance for the period of interruption shall be provided unless one or more of the conditions set forth in (C) following applies.
1. Credit Allowance Computation - For flat rated Access Service rate elements (e.g., DLAS Direct Connect Transport), no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or major fraction thereof that the interruption continues. The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.
  2. Credit Allowances Cannot Exceed Monthly Charges - The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly charges for the service interrupted in any one billing period.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.4 Payment Arrangements - (Continued)

2.4.6 Credit Allowance for Service Interruptions - (Continued)

- C. When a Credit Allowance Does Not Apply - No credit allowance will be made for:
1. Interruptions caused by the negligence of the Customer.
  2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
  3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
  4. Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
  5. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
  6. An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.
  7. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions

Certain terms used herein are defined as follows:

800 Data Base Access Service

The term "800 Data Base Access Service" denotes a service which uses a data base system to identify 800 access customers on a 10-digit basis. For purposes of administering the rules and regulations set forth in this price list regarding the provision of 800 Database Access, except where otherwise specified, 800 Database Access Service shall include the following service access codes 800, 888, 877, 866, 855, 844, 833, and 822.

800 Series

The term "800 Series" denotes the service access codes of 800, 888, 877, 866, 855, 844, 833, and 822.

Access Customer Name Abbreviation (ACNA)

Denotes a three alpha character code that identifies the Customer to which the Access Service bill is rendered.

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes customer usage of exchange facilities in the provision of intrastate or foreign service. On the originating end of an intrastate or foreign call, usage is measured from the time the originating end user's call is delivered by the Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Access Services

Originating or terminating intrastate switched access services provided by Excel to telecommunications carriers that access Excel's End-Users via Excel's local exchange network. Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR)

The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem

The term "Access Tandem" denotes a Company or centralized equal access provider switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer designated premises.

Aggregator

The term "Aggregator" denotes any entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions to use Access Services.

Billing Account Number (BAN)

Denotes a code that identifies the Customer's billing account to which Access Services are billed.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on company policy, union contract and location.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Call

The term "Call" denotes a customer attempt for which complete address information (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier Access Code (CAC)

A uniform seven digit code in the form 101XXXX that identifies a specific interexchange carrier, the dialing of which allows a customer to choose a specific carrier on a per call basis. This service is only available in areas where equal access is in effect.



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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Carrier Identification Code (CIC)

The term "Carrier Identification Code (CIC)" denotes a numeric code assigned by the North American Numbering Plan (NANP) Administrator for the provisioning of Switched Access Services. The numeric code is unique to each carrier and is used by the Company to route switched access traffic to the Customer Designated Premises.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

See End Office

Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a Company employee who performs installation and/or repair work, including testing and trouble isolation, within the Company Central Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Channel(s)

Denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

Commission

The Florida Public Service Commission

Common Channel Signaling (CCS)

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service price lists of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service price lists. A common line-business is a line provided under the business regulations of the general and/or local exchange service price lists.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

Matrix Telecom, Inc. d/b/a Excel Telecommunications. d/b/a VarTec Telecom.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Constructive Order

Delivery of calls to or acceptance of calls from Excel's End User locations over Excel switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of Switched Access by the Customer.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this price list, including both Interexchange Carriers (ICs) and End Users.

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Company.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Directory Assistance

The term "Directory Assistance" denotes the provision of telephone numbers by a Company operator when the operator location is accessed by a customer by dialing NPA + 555-1212 or 555-1212.

Directory Assistance Location

The term "Directory Assistance Location" denotes a Company office where Company equipment first receives the Directory Assistance call from the customer's end user and selects the first operator position to respond to the Directory Assistance call.

Disconnect

To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

End Office

The term "End Office" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center.

End Office Switch

Denotes a local Company switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules (RSM) and Remote Switching Systems (RSS) served by a host office in a different wire center.

End User

The term "End User" means any customer of an intrastate or foreign telecommunications service that is not a carrier, except that a carrier other than a Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Enhanced Service

The term "Enhanced Service", as defined in Part 64 of the F.C.C.'s Rules and Regulations, are services "...offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information."

Entrance Facility

A Switched Transport facility between a Company serving wire center and a Customer premises that provides a Customer with dedicated transport from the serving wire center to the Customer's premises. A trunk facility connecting the Customer's point of presence with the local switching center.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Exchange

The term "Exchange" denotes a unit generally smaller than a local access and transport area, established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Extended Area Service

See Exchange.

Facility

Denotes any one of the elements of physical telephone plant that is needed to provide access service, including switching systems, cables, fiber optic and microwave radio transmission systems.

Feature Group (FG)

Denotes a category of Switched Access Service differentiated by the technical characteristics, e.g., line side vs. trunk side connection at an Excel entry switch.

First Point of Switching

The term "First Point of Switching" denotes the first Company or centralized equal access provider location at which switching occurs on the terminating path of a call proceeding from the customer designated premises to the terminating end office and, at the same time, the last Company or centralized equal access provider location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer designated premises.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this price list, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Host Central Office

The term "Host Central Office" denotes an electronic local Company End Office where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. Additionally, this type of End Office contains the central call processing functions which service itself and its Remote Switching Modules/Systems.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis (ICB)

A condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this price list are developed based on the circumstances in each case. A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Company Central Office and generally at the customer designated premises.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint- stock company, trust, governmental entity or corporation engaged for hire in intrastate or foreign communication by wire or radio, between two or more exchanges.

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Company is normally closed. These include New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Company is closed.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of Telecommunications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Area Network

The term "Local Area Network" denotes a network permitting the interconnection and intercommunication of a group of computers.

Local Switching Center

The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic

A call which originates and terminates in the same exchange area, or a call which originates and terminates within different Excel exchanges that share a common mandatory local calling area (e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes. Calls to or from a Wireless Provider do not constitute Local Traffic, and are therefore subject to Excel's switched access charges, if they are either (1) interMTA or (2) the Wireless Provider does not have a direct connection to Excel's underlying carrier facilities without the use of an intermediary carrier.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of  $\frac{1}{2}$  of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty-eight hours.

Meet Point

A point of interconnection that is not an End Office or tandem.

Meet Point Billing

The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective price list.

Message

The term "Message" denotes a "call" as defined preceding.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's premises from the Company end office.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Network Element-Provided Access Service (NEPAS)

The term Network Element-Provided Access Service (NEPAS) refers to service that provides switched access to the Premises of an End User which is obtaining a NEP Service offering (NEPS End User) under the Company's Local Exchange Service Price List. NEPAS is provided utilizing network elements of the Incumbent Local Exchange Carrier.

Network Element-Provided (NEP) Service

The term "NEP Service" means a Company local service offering pursuant to the Company's Local Exchange Service Price List that is provided by the Company using the facilities of an Incumbent Local Exchange Carrier.

NEPS End Office

The term "NEPS End Office" means an Incumbent Local Exchange Carrier's End Office used in connection with the provision of an NEP Service by the Company.

NEPS End User

The term "NEPS End User" means an End User that purchases an NEP Service.

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step- by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

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SECTION 2.0 - GENERAL REGULATIONS, (CONTD.)

2.5 Definitions - (Continued)

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several henries.

Optional Expanded Area Service Traffic (OEAS)

Optional service found in large urban areas financed by separate charges on end users that elect service as defined by a price list approved by the Commission.

Pay Telephone

The term "Pay Telephone" denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

Payphone Service Provider

The term "Payphone Service Provider" denotes an entity that provides pay telephone service, which is the provision of public, semi-public or inmate pay telephone service.

Point of Presence (POP)

Location where the Customer maintains a facility for purposes of interconnecting to Excel's underlying carrier's network.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Presubscription

An arrangement whereby an End User may select and designate to Excel an IXC or Carrier it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA toll calls. The selected IXC(s) is/are referred to as the End User's Primary Interexchange Carrier (PIC).

Query

Denotes a request for specific information generated by a computer processor and sent to an application, i.e., a data base, with a predefined set of possible responses.

Remote Switching Modules/Systems

The term "Remote Switching Modules/Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic Host Central Office. The Remote Switching Modules/Systems cannot accommodate direct trunks to an IC.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

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SECTION 2.0 - GENERAL REGULATIONS, (CONTD.)

2.5 Definitions - (Continued)

Service Access Code

The term "Service Access Code" denotes a 3 digit code in the NPA format which is used as the first three digits of a 10 digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the 800 and 900 codes.

Service Outage

A complete loss of call origination and/or receipt capability which begins when the IXC reports the outage to Excel and ends when the affected circuit and/or associated Excel equipment is fully operational in accordance with the technical specifications.

Service Switching Point (SSP)

The term "Service Switching Point" denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Company.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the Customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Company does not have appropriate cable, switching capacity, bridging, or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the customer designated location where the SS7 signaling information is exchanged between the Company and the customer.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Special Order

The term "Special Order" denotes an order for a Directory Assistance Service.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Super Intermediate Hub

The term "Super Intermediate Hub" denotes a wire center at which bridging or multiplexing functions are performed for Customers served by all wire centers in the LATA. A Super Intermediate Hub can be restricted to one or more designated NPAs within a LATA and/or to wire centers that are owned by the same Company as the hub. Super Intermediate Hubs and the wire centers they serve are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Switched Access Service

Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

Synchronous Optical Network (SONET)

The term "SONET" denotes a North American Standard for high speed synchronous optical channels having minimum transmission rates of 51.84 Mbps. The standard SONET optical carrier rate of 51.84 Mbps. is called OC1; the equivalent electrical signal rate is called STS-1. SONET standardizes higher transmission bit rates, AOCN, as exact multiples of OC1 ( $N \times 51.84$  Mbps.). For example, OC3 equals  $3 \times 51.84$  Mbps.

Synchronous Transport Signal (STS)

The term "Synchronous Transport Signal" denotes a 51.84 Mbps. electrical signal used within the SONET optical carrier network. The signal consists of the information content and the overhead used by SONET. The overhead is used for controlling, framing and maintaining the STS signal so it can be directly connected to other SONET carrier channels. STS signals are in exact multiples of 51.84 Mbps. (STS-1 is 51.84 Mbps., STS-3 is 155.52 Mbps., etc.).

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Tandem-Switched Transport Facility

Denotes a Switched Transport facility between a Company hub office (when multiplexing occurs at an office other than the serving wire center) and an end office that provides a Customer with transport to or from the end office by routing through an access tandem.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC premises to an End User Premises.

Throughput

The term "Throughput" denotes the number of data bits successfully transferred in one direction per unit of time.

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/ Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

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SECTION 2.0 - GENERAL REGULATIONS, (CONT'D.)

2.5 Definitions - (Continued)

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

WATS Serving Office

The term "WATS Serving Office" denotes a Company designated serving wire center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

Wireless Switching Center

The term "Wireless Switching Center" (WSC) denotes a Wireless Service Provider (WSP) switching system that is used to terminate wireless stations for purposes of interconnection to each other and to trunks interfacing with the public switched network.

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### SECTION 3.0 - SWITCHED ACCESS SERVICE

#### 3.1 General

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 and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an End User which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 4 herein. The application of rates for Switched Access Service is described in Section 4.

##### 3.1.1 Service Commencement Date

The date on which a Customer first sends or receives traffic from an End User or the date specified on the Service Order, whichever occurs first and whichever is applicable.

##### 3.1.2 Service Cancellation Date

The date on which a Customer notifies Excel, in writing, of its intention to terminate its access arrangements with Excel, or the date on which Excel notifies the Customer, in writing, of its intention to terminate access service to the Customer. Such dates must conform to the effective dates for cancellation of service or the Customer's intention to block or have access traffic blocked, as set forth herein.

In the event that Excel terminates service without notice for reasons set forth herein, the service cancellation date shall be the date that Excel terminates service with the Customer.

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SECTION 3.0 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Provision and Description of Switched Access Service Arrangements

3.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the local switching center via the Customer's tandem provider or via end office trunking, where available. Delivery of calls to, or acceptance of calls from, the Customer's End User locations over switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. Excel reserves the right to require the Customer to submit an ASR for switched access.

3.2.2 Manner of Provision

Feature Group D (FGD) Access is furnished on a BHMC and on a per trunk basis. BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the customer.

There are three major BHMC categories identified as: Originating, Terminating and Directory Assistance. Originating BHMCs represent access capacity within a LATA for carrying traffic from the end user to the customer; Terminating BHMCs represent access capacity within a LATA for carrying traffic from the customer to the end user; and, Directory Assistance BHMCs represent access capacity within a LATA for carrying Directory Assistance traffic from the customer to a Directory Assistance location. When ordering capacity for FGD Access in BHMCs, the customer must at a minimum specify such access capacity in terms of Originating BHMCs and/or Terminating BHMCs.

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SECTION 3.0 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Provision and Description of Switched Access Service Arrangements (Continued)

3.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

3.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing, a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to operator services, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

3.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

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SECTION 3.0 - SWITCHED ACCESS SERVICE, (CONTD.)

3.2 Provision and Description of Switched Access Service Arrangements (Continued)

3.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access Customers who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1 XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

3.3 Ordering Options

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this price list. These charges are in addition to other applicable charges set forth in other sections of this price list.

3.3.1 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

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SECTION 3.0 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Ordering Options (Continued)

3.3.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- A. A change in the identity of the Customer of record; or
- B. A move by the Customer to a different building.

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 equivalent to 50,000 billed minutes of use for the applicable service. All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 3.0 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Reports and Testing

3.4.1 Design Layout Report

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a design layout report. The design layout report will be provided to the Customer at no charge.

3.4.2 Acceptance Testing

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

3.5 End User Access Service

Excel will provide End User Access Service to Customers who are provided local exchange service under the provisions of Excel's Florida Price List No. 2 - Local Exchange Services Price List on file with the Commission. Customers of End User Access Service are responsible for the End User Common Line Charge as specified herein.

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## SECTION 4.0 - SWITCHED ACCESS RATES

### 4.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

#### 4.1.1 There are three types of rates and charges that apply to Switched Access Service:

- A. Non-Recurring Charges: One-time charges that apply for a specific work activity.
- B. Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- C. Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

### 4.2 Rate Categories

#### 4.2.1 There are several rate categories which apply to Switched Access Service:

- A. Carrier Switched Access Originating
- B. Carrier Switched Access Terminating
- C. Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service rated upon aggregate traffic volumes from the following cost categories:

#### 4.2.2 Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by Customers and End Users for switched access.

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SECTION 4.0 - SWITCHED ACCESS RATES, (CONT'D.)

4.2 Rate Categories (Continued)

4.2.3 Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the Customer designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

4.2.4 End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of subscriber lines, the terminations of calls at Company provided Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

4.2.5 Toll-Free 8XX Database Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

4.2.6 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

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SECTION 4.0 - SWITCHED ACCESS RATES, (CONT'D.)

4.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from a trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End Users. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answered message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 4.0 - SWITCHED ACCESS RATES, (CONT'D.)

4.4 Timing of Calls

The Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Customer uses.

Customer traffic to the Company's end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e. recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event that message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based upon previously-known values.

For billing purposes, FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office and then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.

The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to Common Carrier failure to provide answer supervision.

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SECTION 4.0 - SWITCHED ACCESS RATES, (CONT'D.)

4.5 Rates and Charges

4.5.1 Carrier Common Line Access

Originating	\$0.010000 per minute
Terminating	\$0.017670 per minute

4.5.2 Local Transport

Tandem Switched Facility per mile	\$0.000040 per minute
Tandem Switched Termination per minute	\$0.000360 per minute
Access Tandem Switching	\$0.000500 per minute

4.5.3 Local Switching

LS1	\$0.0087600 per minute
LS2	\$0.0087600 per minute

4.5.4 Toll-Free Database Query

Per Query	\$0.004000 per minute
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4.5.5 Switched Access Optional Features

All Optional Features are offered on an ICB.

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SECTION 4.0 - SWITCHED ACCESS RATES, (CONT'D.)

4.5 Rates and Charges (Continued)

4.5.6 End User Access Service

Customers of Excel's Local Exchange Service will be billed for the End User Common Line Charge in addition to all charges associated with the Customer's basic local service plan. Charges are specified in Excel's FCC Tariff No. 6: Interstate Access Services Price list, Section 4.10.6.

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SECTION 5.0 - LOCAL AND OEAS TRAFFIC EXCHANGE AND TERMINATION

5.1 General

This section establishes the methodology for the exchange and termination of local and OEAS traffic for carriers that do not have an interconnection agreement with the Company.

5.2 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

5.3 Local and OEAS Traffic Compensation

Local and OEAS traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchanged under a Meet Point Billing Arrangement which utilizes Category 92 summary usage record exchange, unless and until either the Commission or the FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which the Company and other Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

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SECTION 6.0 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

6.1 Contracts

The Company may provide any of the services offered under this rate sheet, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this rate sheet do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

6.2 Individual Case Basis Arrangements

Arrangements will be developed on an ICB in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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