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PRIVATE LINE SERVICES

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REGULATIONS, RULES AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO NETWORK SERVICES BETWEEN  
FIXED POINTS IN THE STATE OF FLORIDA

PRIVATE LINE SERVICE

OF

**tw telecom of florida l.p.**

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, 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.

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	1 <sup>st</sup> Revised		28	1 <sup>st</sup> Revised	55	1 <sup>st</sup> Revised
2	2 <sup>nd</sup> Revised	*	29	1 <sup>st</sup> Revised	56	1 <sup>st</sup> Revised
3	2 <sup>nd</sup> Revised	*	30	1 <sup>st</sup> Revised	57	1 <sup>st</sup> Revised
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5	2 <sup>nd</sup> Revised	*	32	1 <sup>st</sup> Revised	59	1 <sup>st</sup> Revised
6	2 <sup>nd</sup> Revised	*	33	1 <sup>st</sup> Revised	60	1 <sup>st</sup> Revised
7	1 <sup>st</sup> Revised		34	1 <sup>st</sup> Revised	61	1 <sup>st</sup> Revised
8	1 <sup>st</sup> Revised		35	1 <sup>st</sup> Revised	62	1 <sup>st</sup> Revised
9	1 <sup>st</sup> Revised		36	1 <sup>st</sup> Revised	63	1 <sup>st</sup> Revised
10	1 <sup>st</sup> Revised		37	1 <sup>st</sup> Revised	64	1 <sup>st</sup> Revised
11	1 <sup>st</sup> Revised		38	1 <sup>st</sup> Revised	65	1 <sup>st</sup> Revised
12	1 <sup>st</sup> Revised		39	1 <sup>st</sup> Revised	66	1 <sup>st</sup> Revised
13	1 <sup>st</sup> Revised		40	1 <sup>st</sup> Revised	67	1 <sup>st</sup> Revised
14	1 <sup>st</sup> Revised		41	1 <sup>st</sup> Revised	68	1 <sup>st</sup> Revised
15	1 <sup>st</sup> Revised		42	1 <sup>st</sup> Revised	69	2 <sup>nd</sup> Revised *
16	1 <sup>st</sup> Revised		43	1 <sup>st</sup> Revised	69.1	Original *
17	1 <sup>st</sup> Revised		44	1 <sup>st</sup> Revised	70	1 <sup>st</sup> Revised
18	1 <sup>st</sup> Revised		45	1 <sup>st</sup> Revised	71	1 <sup>st</sup> Revised
19	1 <sup>st</sup> Revised		46	1 <sup>st</sup> Revised	72	1 <sup>st</sup> Revised
20	1 <sup>st</sup> Revised		47	1 <sup>st</sup> Revised	73	1 <sup>st</sup> Revised
21	1 <sup>st</sup> Revised		48	1 <sup>st</sup> Revised	74	1 <sup>st</sup> Revised
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23	1 <sup>st</sup> Revised		50	1 <sup>st</sup> Revised		
24	1 <sup>st</sup> Revised		51	1 <sup>st</sup> Revised		
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CHECK SHEET, (CONT'D.)

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>
76	1 <sup>st</sup> Revised		101	1 <sup>st</sup> Revised			
77	1 <sup>st</sup> Revised		102	1 <sup>st</sup> Revised			
78	2 <sup>nd</sup> Revised	*	103	1 <sup>st</sup> Revised			
79	1 <sup>st</sup> Revised		104	1 <sup>st</sup> Revised			
80	1 <sup>st</sup> Revised						
81	1 <sup>st</sup> Revised						
82	1 <sup>st</sup> Revised						
83	1 <sup>st</sup> Revised						
84	1 <sup>st</sup> Revised						
85	1 <sup>st</sup> Revised						
86	1 <sup>st</sup> Revised						
87	1 <sup>st</sup> Revised						
88	2 <sup>nd</sup> Revised	*					
89	2 <sup>nd</sup> Revised	*					
90	2 <sup>nd</sup> Revised	*					
91	2 <sup>nd</sup> Revised	*					
92	2 <sup>nd</sup> Revised	*					
93	2 <sup>nd</sup> Revised	*					
94	2 <sup>nd</sup> Revised	*					
95	1 <sup>st</sup> Revised						
96	1 <sup>st</sup> Revised						
97	1 <sup>st</sup> Revised						
98	1 <sup>st</sup> Revised						
99	1 <sup>st</sup> Revised						
100	1 <sup>st</sup> Revised						

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## PRIVATE LINE SERVICES

## TABLE OF CONTENTS

	<u>PAGE</u>
TITLE PAGE	1
CHECK SHEET	2
TABLE OF CONTENTS	4
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	8
SECTION 2 - REGULATIONS	14
2.1 Undertaking and Quality of Service Standards	14
2.2 Protection of Proprietary Information	15
2.3 Restoration of Service	17
2.4 Use of Facilities and Service	18
2.4.1 Obligations of the Company	18
2.4.2 Limitations on Liability	19
2.4.3 Use of Service	23
2.4.3 Use and Ownership of Equipment	23
2.4.4 Directory Errors	23
2.5 Minimum Period of Service	25
2.6 Payment for Service Rendered	26
2.6.1 Responsibility for All Charges	26
2.6.2 Deposits	27
2.6.3 Payment of Charges	28
2.6.4 Returned Item Charge	29
2.6.5 Late Payment Charges	29
2.6.6 Fractional Charges	29
2.6.7 Taxes, Fees and Surcharges	30
2.7 Access to Customer's Premises	31
2.8 Suspension or Termination of Service	32
2.8.1 Suspension or Termination for Nonpayment	32
2.8.2 Termination for Cause Than Nonpayment	33
2.8.3 Emergency Termination of Service	38

---

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 555 Church Street, Suite 2300  
 Nashville, Tennessee 37219

FLpl0806

## PRIVATE LINE SERVICES

## TABLE OF CONTENTS, (CONT'D.)

SECTION 2 – REGULATIONS, (Cont'd.)		<u>PAGE</u>
2.9	Additional Provisions Applicable to Business Customers	39
2.9.1	Application of Rates	39
2.9.2	Telephone Number Changes	40
2.9.3	Telecommunications Relay Service Discounts and Surcharge	40
2.10	Services Purchased Under Term Contracts	42
2.10.1	General	42
2.10.2	Expiration of Contract	42
2.10.3	Early Termination Liability	42
2.11	Assignment	43
2.12	Notices	43
2.13	Expedited Due Date Service	44
2.13.1	General	44
2.13.2	Charges	44
2.13.3	Limitation of Liability	44
2.13.4	Charges	44
2.14	Trouble Reporting	45
2.15	Special Customer Arrangements	46
2.15.1	Negotiated Rates and Competitive Discounts	46
2.15.2	Individual Case Basis (ICB) Arrangements	46
2.15.3	Special Customer Arrangements	46
2.16	Service Level Standards and Allowances for Interruptions in Service	47
2.16.1	General Regulations	47
2.16.2	Enterprise and Elite Native Local Area Network Services Native Local Area Network Services	49
2.16.3	Extended Native Local Area Network ("ENLAN") Services	52
2.16.4	Transport Services	56
2.17	Applicable Law	58
2.18	Emergency / Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority	59
2.19	Telecommunications Relay Surcharge	66
2.20	Customer Requested Suspension of Service	67
2.21	Additional Rules Relating to Resale of Service	68
2.22	Moves and Changes	69 (T)
2.23	Restoration of Service	69.1 (T)

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555 Church Street, Suite 2300  
Nashville, Tennessee 37219

FLpl0902

PRIVATE LINE SERVICES

TABLE OF CONTENTS, (CONT'D.)

	<u>PAGE</u>	
SECTION 3 - SERVICE DESCRIPTIONS	70	
3.1 Transport Service Offerings	70	
3.1.1 Dedicated Capacity Services	70	
3.1.2 Wavelength Services	76	
3.1.3 Private Ring Service	79	
3.1.4 Supplemental Services	80	
3.2 High Speed Digital Access and High Capacity Private Line	81	
3.2.1 Multipoint Native Local Area Network Service (Multipoint NLAN)	81	
3.2.2 Point to Multipoint Native Local Area Network Service ("Point to Multipoint NLAN")	82	
3.2.3 Customer Direct Native Local Area Network Service ("Customer Direct NLAN")	83	
3.2.4 Switched Native Local Areas Network (SNLAN) Service	84	
3.2.5 Extended NLAN (E-LAN) Service	85	
3.2.6 Multipoint Extended NLAN (MP ENLAN Service)	87	
3.3 ESCON Storage Transport	87	
3.3.1 Service Description	87	
3.3.2 Rates and Charges	87	
3.4 VPN Service	88	(T)

Issued: July 16, 2009

Effective: July 17, 2009

Issued by: Carolyn Ridley, Vice President - Regulatory Affairs  
555 Church Street, Suite 2300  
Nashville, Tennessee 37219

FLpl0902

---

PRIVATE LINE SERVICES

---

TABLE OF CONTENTS, (CONT'D.)

	<u>PAGE</u>
SECTION 4 – SPECIAL CONSTRUCTION	95
SECTION 5 – PROMOTIONS	98

---

Issued: June 27, 2008

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Nashville, Tennessee 37219

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PRIVATE LINE SERVICES

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

The following symbols shall be used in this Price List for the purpose indicated below:

- (C) to signify changed condition or regulation.
- (D) to signify deleted material.
- (I) to signify a change in rate or charge resulting in an increase to a Customer's bill.
- (M) to signify that material has been transferred from another sheet or place in the Price List.
- (N) to signify new material.
- (R) to signify a change in rate or charge resulting in a reduction to a Customer's bill.
- (T) to signify a change in text for clarification.

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PRIVATE LINE SERVICES

---

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)

Certain terms used generally throughout this Price List for the Network Services of this Company are defined below.

**Advance Payment:** Part or all of a payment required before the start of service.

**Analog:** A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

**Application for Service:** A standard Company order form which includes all technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the applicant and as provided by the Company.

**Authorized User:** A carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which is authorized by the Customer to be connected to the service of the Customer. An Authorized User must be specifically named in the application for service.

**Bit:** The basic unit in digital communications.

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

**Company:** tw telecom of florida l.p.

**Customer:** The carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which orders, cancels, amends or uses service and is responsible for the payment of charges and compliance with the Company's regulations.

---

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---

PRIVATE LINE SERVICES

---

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)

**Dedicated:** A facility or equivalent system or subsystem set aside for the sole use of a specific Customer.

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

**Duplex Service:** Service that provides for simultaneous transmission in both directions.

**End User:** Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Price List. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

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

**Impaired Service:** That portion of service provided to a Customer or Authorized User that is temporarily inoperative during such time as the Company has not been notified of such status or has not been given an opportunity to test and repair.

**Individual Contract Basis ("ICB"):** A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case and the charges for which are contained in a contract executed by the Customer and the Company.

**Interoffice Mileage:** The segment of a line that extends between the central offices serving the originating and terminating points.

**Interrupted Service:** That portion of service provided to a Customer or Authorized User of which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

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---

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)

LEC: Local Exchange Company

Mbps: Megabits; millions of bits per second.

Network: The Company's transmission facilities, including its fiber optics-based communications system and all other transmission lines and interconnection equipment.

Network Services: The Company's telecommunications services offered on the Company's Network.

Node: The Company office where customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Off-Net - Services provided by the Company that are carried in part on the Company's network.

On-Net - Services provided by the Company that are carried entirely on the Company's network.

One-Way Service: Service which provides for transmission in one direction.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Special Construction: Service configurations specifically designed and constructed at a Customer's request.

Station: A premises or point designated by the Customer at which a Channel terminates and where information originates or terminates.

Two-Way Service: Service which provides for transmission and/or reception to or from a station.

VersiPak<sup>®</sup> Service: Service provided to a Customer that allows the grouping of rate components to meet the Customer's specific needs.

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---

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**SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)****EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED THIS PRICE LIST**

B8ZS	Bipolar with 8-Zero substitution; a line coding technique which permits DS-0 and DS-1 transmission with 15 consecutive zeros. B9ZS support 64 Kbps clear channel transmission.
DACS	Digital Access Cross Connect.
DS0	Digital Signal Level 0; a dedicated full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.
DS-1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data have a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8-Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS-1 Service has the equivalent capacity of 24 Voice Grade or S0 services.
DS-3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS-1 Services.
Gbps	Gigabits per second; billions of bits per second.
Kbps	Kilobits per second; 1000s of bits per second.

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---

## SECTION 1 - TECHNICAL TERMS AND DEFINITIONS, (CONT'D.)

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

LAN	Local Area Network.
LATA	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
POP	Point of Presence. A physical location where a carrier has a presence for network access.
OC-3	A high capacity channel for full duplex, synchronous, optic transmission for digital signals based on the SONET Standard at a rate of 155.52 Mbps.
OC-12	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
OC-48	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.488 Gbps.
OC-192	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 9.953 Gbps.

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PRIVATE LINE SERVICES

---

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking and Quality of Service Standards

The Company offers local telecommunications services described herein and related enhanced services in a manner that equals or exceeds accepted industry performance standards for network quality, planning, maintenance, and testing unless the Customer and the Company mutually agree otherwise. Performance standards specified in individual contractual exhibits shall govern the services provided.

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**PRIVATE LINE SERVICES**

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.2 Protection of Proprietary Information**

The Company and the Customer shall protect the proprietary information of one another under the following terms:

Proprietary information includes, but is not limited to, specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation of the Company or the Customer that is furnished or available or otherwise disclosed to the other party in the course of providing services of the Company to the Customer.

2.2.1 Proprietary information shall be returned to the disclosing party upon request. Unless proprietary information was previously known to the receiving party free of any obligation to keep it confidential or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed to in writing not be regarded as confidential, it: A. shall be held in confidence by the receiving party and its employees, contractors and agents; B. shall be disclosed only to those employees, contractors, agents, or affiliates who have a need for it in connection with this the provision of the Company's service to the Customer and shall be used only for such purposes; and C. may be used for other purposes only upon such terms and conditions as may be agreed upon in writing by the Customer and the Company. If information marked proprietary and given to the receiving party was previously known to the receiving party and if the receiving party had no obligation to keep such information confidential, the receiving party shall immediately notify the disclosing party of such prior knowledge. Neither the Company nor the Customer shall disclose, disseminate or release any proprietary information to any one who is not an employee, contractor, agent or affiliate having a need for it in connection with the provision of service by the Company to the Customer. The receiving party shall require any person not its employee or affiliate to whom it discloses proprietary information to sign an agreement to protect that proprietary information to the same extent the receiving party is obliged to protect that information under this section prior to disclosing any proprietary information.

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

2.2 Protection of Proprietary Information, (Cont'd.)

- 2.2.2 Neither the Customer nor the Company shall be held liable for any errors or omissions in any proprietary information or for any loss or damage arising out of the other party's use of any such proprietary information.
- 2.2.3 The Company and the Customer shall give notice to the other party of any demands to disclose or provide proprietary information under lawful process prior to disclosing or furnishing such proprietary information and shall cooperate in seeking reasonable protective arrangements requested by the other party. Either party may disclose or provide information of the other party requested by a government agency having jurisdiction over the party; provided that the party makes all reasonable efforts to obtain protective arrangements satisfactory to the party owning the proprietary information; and provided that the party owning the proprietary information may not unreasonably withhold approval of protective arrangements.
- 2.2.4 Unless otherwise authorized by the disclosing party, no rights whatsoever are granted, by license or otherwise, with respect to proprietary information except as needed for the purposes implementation of services contemplated in this Price List.
- 2.2.5 In the event that the Customer or the Company disseminates or releases any proprietary information received from the other party in violation of this section, the other party may refuse to provide any further proprietary information and may demand prompt return of all proprietary information previously provided. Such refusal to provide any further proprietary information shall not constitute violation of this Price List.
- 2.2.6 Interconnection standards that either the Customer or the Company has a legal obligation to provide shall not be considered proprietary.
- 2.2.7 Obligations concerning protection of proprietary information as described in this section exceed the term of service under this Price List for one (1) year.

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---

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

2.3 Restoration of Service

Restoration of service resulting from service outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be provided as follows: Restoration priority shall be afforded to those network elements and services affecting national security or emergency preparedness capabilities and those affecting public safety, health and welfare as those elements and services are identified by the appropriate government agencies. All other service shall be restored as expeditiously as practical.

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**PRIVATE LINE SERVICES**

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**SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)****2.4 Use of Facilities and Service****2.4.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its Customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability A. to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; B. to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or C. to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

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

## 2.4 Use of Facilities and Service, (Cont'd.)

## 2.4.2 Limitations on Liability

## A. Indemnification by Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for I. libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer.

Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

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**SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)****2.4 Use of Facilities and Service, (Cont'd.)****2.4.2 Limitations on Liability, (Cont'd.)****B. Customer-Provided Equipment**

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate.

**C. Use of Facilities of Other Companies**

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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

2.4 Use of Facilities and Service, (Cont'd.)

2.4.2 Limitations on Liability, (Cont'd.)

D. Liability of the Company

The liability of the Company, or any other common carrier that furnishes any portion of the Company's services, for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) will not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis) for the period during which such error, mistake, omission, interruption or delay occurs.

The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or its agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

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

## 2.4 Use of Facilities and Service, (Cont'd.)

## 2.4.2 Limitations on Liability, (Cont'd.)

## D. Liability of the Company, (Cont'd.)

The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by strike or other labor problems, power fluctuations, surges or failures, acts of God, war, fire, flood, adverse weather conditions, riots, government authorities, cable cut, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, or other causes beyond the Company's control.

The Company will not be liable at any time or under any circumstance for indirect, incidental, reliance, special or consequential damages (including, but not limited to, harm to business, lost revenues, lost savings or loss of profits) suffered by the Customer as a result of the Company's activities in connection with services rendered to the Customer under this tariff.

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

## 2.4 Use of Facilities and Service, (Cont'd.)

## 2.4.3 Use of Service

Any service provided under this Price List may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Price List, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

## 2.4.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

## 2.4.5 Directory Errors

The Company's only liability, for any cause whatsoever, including gross negligence or willful misconduct, for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall be as follows.

- A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly Price List rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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

## 2.4 Use of Facilities and Service, (Cont'd.)

## 2.4.5 Directory Errors, (Cont'd.)

- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly Price List rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- C. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30th of the basic monthly rate for PBX trunks.)
- D. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- E. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- F. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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

2.5 Minimum Period of Service

The minimum period of service is one month except as otherwise provided in this Price List or a service agreement. The Customer must pay the regular Price List rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying termination liability charges as set forth in Section 2.10 below. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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**SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)****2.6 Payment for Service Rendered****2.6.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charges. The Customer is responsible for usage charges, damages and loss resulting from the unauthorized or fraudulent use by the Customer, its agents, employees or third parties, of the services provided hereunder if such charges, damages or loss results from the failure, malfunction, inadequacy or failure to properly secure Customer-provided equipment. The Company will not port or transfer Customer's telephone number(s) to any other Carrier unless and until the Customer satisfies all outstanding invoices due and payable to the Company.

**2.6.2 Deposits**

Subject to special provisions as may be set forth this Price List, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company or whose payments are consistently untimely may be required to deposit a sum up to an amount equal to the total of the estimated local service and toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Price List, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Price List regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

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

2.6 Payment for Service Rendered, (Cont'd.)

2.6.2 Deposits, (Cont'd.)

A. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.

B. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

C. Return of Deposit

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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

## 2.6 Payment for Service Rendered, (Cont'd.)

## 2.6.3 Payment of Charges

Billing for services begins on the date ("Service Date") the Company notifies the Customer that service has been installed and tested by the Company and is available for the Customer's use. Charges for facilities and service, including applicable federal, state and local taxes and surcharges are due monthly in advance except for usage charges. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company.

Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.

Upon termination of service, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this price list, shall become immediately due and payable by the Customer.

The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.

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

## 2.6 Payment for Service Rendered, (Cont'd.)

## 2.6.4 Returned Item Charge

A charge of \$25 will be assessed for any check or other of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. If a Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

## 2.6.5 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill, which shall be not less than 25 days from the date of the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Price List, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.

## 2.6.6 Fractional Charges

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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

2.6 Payment for Service Rendered, (Cont'd.)

2.6.7 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, surcharges and fees, including, but not limited to: Federal Excise Tax; State Sales Tax; State Sales Tax; Municipal Taxes; Gross Receipts Taxes; and any taxes, surcharges, fees, charges or other payments, contractual or otherwise, for the use of public streets or right-of-way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail.

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

2.7 Access to Customer's Premises

The Customer shall be responsible for making arrangements or obtaining permission safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities. The Company is not responsible for any interruption of service resulting from an inability to gain access to its equipment or cabling at the Customer's premises. The Company may remove or replace its equipment at any time.

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

2.8 Suspension or Termination of Service

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the Customer and 20 days before the termination notice.

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

## 2.8 Suspension or Termination of Service, (Cont'd.)

## 2.8.2 Termination for Cause Other Than Nonpayment

## A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may refuse, limit or terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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

2.8 Suspension or Termination of Service, (Cont'd.)

2.8.2 Termination For Cause Other Than Nonpayment, (Cont'd.)

B. Cancellation of Service Contracts

Both the Customer and the Company have the right to cancel the service contract at any time up until commencement of service provided that, if Customer exercises this right, the Customer must (1) reimburse the Company for any out-of-pocket costs incurred by the Company in constructing facilities or otherwise preparing to provide service to that Customer, (2) indemnify the Company against any damages, losses, claims or penalties resulting from the Company's cancellation of any third-party contract that the Company entered into in order to provide service to that Customer (e.g. Type II services), and (3) pay any and all termination fees, as set out in Section 2.5, above and Subsection C. below.

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

2.8 Suspension or Termination of Service, (Cont'd.)

2.8.2 Termination For Cause Other Than Nonpayment, (Cont'd.)

C. Cancellation of Order for Service

If the Customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

Order Cancellation Charge                      \$100.00 per circuit or 25% of the monthly recurring rate of the cancelled circuit, whichever is higher

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

2.8 Suspension or Termination of Service, (Cont'd.)

2.8.2 Termination For Cause Other Than Nonpayment, (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Price List charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
6. Permitting fraudulent use.

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

2.8 Suspension or Termination of Service, (Cont'd.)

2.8.2 Termination For Cause Other Than Nonpayment, (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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**SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)****2.8 Suspension or Termination of Service, (Cont'd.)****2.8.2 Termination For Cause Other Than Nonpayment, (Cont'd.)****D. Change in the Company's Ability to Secure Access**

Any change in the Company's ability A. to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or B. to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

**2.8.3 Emergency Termination of Service**

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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

2.9 Additional Provisions Applicable to Business Customers

2.9.1 Application of Rates

- A. Business rates as described in this Price List apply to service furnished:
  - 1. In office buildings, stores, factories and all other places of a business nature;
  - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  - 3. At any location when the listing or public advertising indicates a business or a profession;
  - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
  - 5. At any location where the Customer resells or shares exchange service;
- B. The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer.

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

## 2.9 Additional Provisions Applicable to Business Customers, (Cont'd.)

## 2.9.2 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit, as specified in Section 5 of this Price List.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

## 2.9.3 Telecommunications Relay Service Discounts and Surcharge

Telecommunications Relay Services are intrastate toll services related to both the hearing and visually impaired Customers and the interconnection to Customer provided equipment.

## A. Discounts

Discounts are applicable to intrastate toll usage charges incurred in establishing communications with another party. For intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay calls shall discount relay service calls by fifty (50%) percent off the otherwise rate for a voice non-relay call. The exception is where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent (60%) off the otherwise applicable rate for a voice non-relay call. The discounts only apply to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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**SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)****2.9 Additional Provisions Applicable to Business Customers, (Cont'd.)****2.9.2 Telephone Number Changes****B. Surcharge**

To fund the telecommunications access system established under Part II of Chapter 427, E.S., a monthly surcharge is levied on all local exchange Customers, excluding Federal and State agencies. The surcharge is \$0.08 per telecommunications access line. The surcharge shall not be imposed upon more than 25 basic access lines per account rendered. This surcharge is not subject to any sales, use, franchise, income, municipal utility, gross receipts, or any other tax, fee, or assessment. This surcharge will not be considered as revenue of the local exchange telecommunications companies for any purpose. An amount of 1% of the surcharge may be retained by the Company to cover billing and collection related expenses.

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

2.10 Services Purchased Under Term Contracts

2.10.1 General

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time.

2.10.2 Expiration of Contract

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

2.10.3 Early Termination Liability

Discontinuance charges apply to early termination of Term Agreements. In the event that the Customer terminates a Term Agreement prior to the end of the term, the Customer's liability is 100% of the monthly recurring charges for the remaining term of the agreement. The Company reserves the right to impose termination charges at a higher rate as stated in a service contract if the Company incurs unusually high capital costs to provide the services to the Customer location. The Company also reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to terminate service.

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PRIVATE LINE SERVICES

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

2.11 Assignment

The Customer may not assign any agreement between the Customer and the Company nor any of the Customer's rights and obligations in connection with services provided by the Company under this tariff, without the prior written consent of the Company, which consent may not be unreasonably withheld.

2.12 Notices

Any notice and similar communications associated with any agreement between the Customer and the Company, or associated with any services provided to the Customer by the Company under this tariff, shall be in writing, and shall be either (i) delivered in person, or (ii) sent to the other party by certified mail with return receipt requested or by facsimile, electronically confirmed and followed up immediately by regular mail. Notices shall be delivered or sent to the parties' respective addresses set forth in the applicable agreement or to such other address as either party may hereafter establish by notice given in the manner prescribed in this paragraph. A notice shall be considered given when delivered.

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

2.13 Expedited Due Date Service

2.13.1 General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the timeframe in which service will be installed.

When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an Expedited Due Date Service charge will apply.

2.13.2 Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

2.13.3 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

2.13.4 Charges

Expedited Due Date Charge      \$250.00 Per Analog, Digital or PBX Trunk or PRI

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

2.14 Trouble Reporting

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by calling 1-800-829-0420. For switched services. The Company will issue a credit for service interruptions, if applicable, in accordance with this tariff. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit in question.

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

## 2.15 Special Customer Arrangements

The Company may offer the following special arrangements to meet a Customer's specific needs. Upon notice to the Customer, the Company may change rates offered pursuant to special arrangement or individual case basis pricing if the provision of service at such rate(s) becomes economically infeasible.

## 2.15.1 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by Customers of the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract.

Competitive Discounts are available to Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of the network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

## 2.15.2 Individual Case Basis (ICB) Arrangements

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

## 2.15.3 Special Customer Arrangements

In cases where a Customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company may, at its option, provide the requested service under contract.

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**SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)****2.16 Service Level Standards and Credit Allowances for Interruption of Service****2.16.1 General Regulations**

- A. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, the Customer may request a pro rata adjustment of the monthly recurring charges for the interrupted service. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not inoperative.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified herein and is dependent upon the length of the interruption. Credit allowances for failure of service starts when the Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and attempt has been made to notify the Customer.
- C. If two or more trouble tickets have been opened for a particular Service in a 30-day period, and the cause of outage is determined to be in the Company's network or system equipment, such service will be deemed a Chronic Trouble Service. If a third trouble ticket is opened on a Chronic Trouble Service within 30 days of the second trouble ticket, the Customer may disconnect the affected service without incurring termination liability. The issuance of credits pursuant to this Section shall be the Customer's sole remedy for service interruption claims.

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PRIVATE LINE SERVICES

---

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

2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

2.16.1 General Regulations, (Cont'd.)

- D. No credit allowance will be made for any interruption in service:
1. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
  2. due to the failure of power, equipment, systems, connections or services not provided by the Company;
  3. due to circumstances or causes beyond the reasonable control of the Company;
  4. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
  5. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  6. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or
  7. that was not reported to the Company within 30 days of the date that service was affected.
- E. Credits issued during any calendar month will not exceed the monthly recurring charge associated with the interrupted service.

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PRIVATE LINE SERVICES

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

2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

2.16.2 Enterprise and Elite Native Local Area Network Services

A. Network Availability

During each calendar month, the Company's On-Net Elite NLAN Services will be available at least 99.999% of the time, and its Enterprise SNLAN Services will be available at least 99.99% of the time ("Network Availability"). If the Company fails to meet these objectives, Customer will receive service outage credits per the tables below. The Service is unavailable when it is not able to transmit and receive data due to the Company's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the particular non-performing Service as follows:

1. Elite NLAN Services

<u>Per Service Outage</u>	<u>Percentage Credit</u>
Less than 1 minute (99.999% availability)	No Credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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PRIVATE LINE SERVICES

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

2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

2.16.2 Enterprise and Elite Native Local Area Network Services (Cont'd.)

A. Network Availability (Cont'd.)

2. Enterprise SNLAN Services

<u>Per Service Outage</u>	<u>Percentage Credit</u>
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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**SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)****2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)****2.16.2 Enterprise and Elite Native Local Area Network Services, (Cont'd.)****B. On-time Installation**

For NLAN Services being provisioned completely on the Company's network, the Company will complete installation within 15 business days from the date the Service Order is received by the Company's Provisioning Network Operations Center ("PNOC"). For Off-net Services (Services provisioned through another provider), the Company will complete installation within 15 business days from the date the Service Order is received by the PNOC, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

**C. Special Provisions Applicable to Enterprise SNLAN and Elite NLAN Service Level Standards**

Standard maintenance windows are based on the time zone of a city's location and are available at: <http://info.twtelecom.net/info.php?id=1>.

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## PRIVATE LINE SERVICES

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

## 2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

## 2.16.3 Extended Native Local Area Network ("ENLAN") Service

## A. Network Availability

The Company's On-Net ENLAN Service will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability") or Customer will receive service outage credits as specified below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to the Company's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing ENLAN Service as follows:

<u>Per Service Outage</u>	<u>Percentage Credit</u>
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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## PRIVATE LINE SERVICES

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

## 2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

## 2.16.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

## B. Network Latency

The Company's On-Net ENLAN Service will have an average round-trip transmission of 50 milliseconds or less between the Company's designated regional route servers in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between the Company's designated regional route servers located in Hawaii and the mainland United States ("Latency"). Latency calculations do not include Customer host to host readings. Upon Customer's request to the Company's Network Reliability Center at 1-800-829-0420 ("CNRC"), the Company will calculate Latency by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet the applicable Latency objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

<u>48 Contiguous U.S.</u>	<u>Hawaii</u>	<u>Credits</u>
0 to 50.00 ms	0 to 75.00 ms	No Credit
50.01 to 60.00 ms	75.01 to 85.00 ms	5% of the MRC
60.01 to 65.00 ms	85.01 to 90.00 ms	10% of the MRC
65.01 to 70.00 ms	90.01 to 95.00 ms	15% of the MRC
70.01 to 75.00 ms	95.01 to 100.00 ms	20% of the MRC
75.01 to 80.00 ms	100.01 to 105.00 ms	35% of the MRC
80.01 ms or greater	105.01 ms or greater	50% of the MRC

Optimum TCP throughput may require adjustments to the default TCP stack settings.

Monthly Network Latency and Packet Delivery averages may be viewed at:  
[www.twtelecom.com/performance/hi\\_ip\\_network\\_overview\\_performance.html](http://www.twtelecom.com/performance/hi_ip_network_overview_performance.html)

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PRIVATE LINE SERVICES

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

2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

2.16.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

C. Packet Delivery

The Company's On-Net ENLAN Services will have packet delivery of at least 99.5%. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet this objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

<u>Packet Delivery</u>	<u>Credits</u>
99.5% or greater	No Credit
99% to 99.4%	5% of the MRC
98% to 98.9%	10% of the MRC
97% to 97.9%	15% of the MRC
96% to 96.9%	20% of the MRC
95% to 95.9%	35% of the MRC
Less than 95%	50% of the MRC

Monthly Network Latency and Packet Delivery averages may be viewed at:  
[www.twtelecom.com/performance/hi\\_ip\\_network\\_overview\\_performance.html](http://www.twtelecom.com/performance/hi_ip_network_overview_performance.html)

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PRIVATE LINE SERVICES

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

2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

2.16.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

D. On-time Installation

For ENLAN Services provisioned entirely on the Company's Network, the Company will complete installation within 15 business days after the Service Order is received by its Provisioning Network Operations Center ("PNOC"). For Services provisioned through another provider, the Company will complete installation within 15 business days from the PNOC's receipt of the Service Order, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

E. Special Provisions Applicable to ENLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location and are available at: <http://info.twtelecom.net/info.php?id=1>.

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PRIVATE LINE SERVICES

---

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

2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

2.16.4 Transport Services

A. Availability

The Company's On-Net, dedicated, DS-n and SONET OC-n and Optical Wavelength Transport Services ("Transport Services") will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability"), or Customer will receive Service Outage credits as specified below. Customer shall report Service Outages by contacting The Company's Customer and Network Reliability Center at 1-800-829-0420 ("CNRC"). The Company will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purposes of determining the applicable credit, a Service Outage begins when the trouble ticket is opened and closes when the Service is properly restored.

A service outage causing Network non-availability is defined as the inability to transmit and receive data via the Transport Service due to the Company's equipment or network ("Service Outage").

Standard maintenance windows are based on the time zone of a city's location and are available at the following website: <http://info.twtelecom.net/info.php?id=1>.

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 PRIVATE LINE SERVICES
 

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

## 2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

## 2.16.4 Transport Services, (Cont'd.)

## B. Amount of Credit

Credits are based upon a percentage of the MRC for the non-performing Transport Service as follows:

<u>Per Service Outage</u>	<u>Percentage Credit</u>
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

For Service Outages lasting 24 hours or greater, Customer will receive the greater of the 50% MRC credit identified above or a credit equal to 1/1440 of the applicable MRC for each 30 minutes of the Service Outage. The aggregate credits provided during any calendar month may not exceed the monthly recurring charge for the non-performing Transport Service. The remedies set forth in this tariff constitute Customer's sole and exclusive remedy in the event of any Service Outage or failure to meet Network Availability.

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PRIVATE LINE SERVICES

---

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

2.17 Applicable Law

This tariff is governed by the laws of the State of Florida, without regard to its choice of laws provisions.

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---

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

2.18 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority

2.18.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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PRIVATE LINE SERVICES

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

2.18 Emergency/ Crisis/ Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.18.1 General, (Cont'd.)

B. The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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**SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)****2.18 Emergency/ Crisis/ Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)****2.18.2 TSP Request Process****A. Restoration**

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership

National Security Posture and U.S. Population Attack Warning

Public Health, Safety, and Maintenance of Law and Order

Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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PRIVATE LINE SERVICES

---

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

2.18 Emergency/ Crisis/ Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.18.2 TSP Request Process, (Cont'd.)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.18.2.A. above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.18.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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PRIVATE LINE SERVICES

---

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

2.18 Emergency/ Crisis/ Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.18.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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**PRIVATE LINE SERVICES**

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**SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)****2.18 Emergency/ Crisis/ Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)****2.18.4 Responsibilities of the Company**

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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

2.18 Emergency/ Crisis/ Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.18.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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

2.19 Telecommunications Relay Surcharge

2.19.1 Description

Florida Relay Service facilitates connection between Deaf, Hard-of-Hearing, Deaf/Blind, Speech-impaired and other TTY users and telephone end users. To access the service, the user can dial 711 or any of the following specific service numbers:

1-800-955-8771	Text Telephone / Voice Carry over
1-800-955-8770	Voice
1-800-955-1339	ASCII
1-877-955-8773	Spanish
1-877-955-8707	French Creole
1-800-676-3777	General Service

Florida Relay Service is funded by a Telecommunications Relay Surcharge imposed on all telecommunications users.

2.19.2 Rates and Charges

TRS Per Access Line (Up to 25 Lines maximum)	\$0.12
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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.20 Customer Requested Suspension of Service

2.20.1 General

Upon Customer's request, the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year. Upon Customer's request, the Company will provide the Customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

2.20.2 Rates and Charges

<u>Period of Suspension</u>	<u>Charge</u>
First full or partial month	Regular Monthly Rate (no reduction)
Each additional month (up to one year limit)	One-half Regular Monthly Rate

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

## 2.21 Additional Rules Relating to Resale of Service

All local voice services provided by the Company are intended for retail End User purposes only. The Company does not support any Customer's resale of local services to another end user that has not contracted with the Company. Unless otherwise agreed upon in writing by the Company, Customers must abide by the following requirements when purchasing any local services:

- 2.21.1 Customer must use Company- owned telephone numbers or numbers that are officially ported to the Company in connection with the Services.
- 2.21.2 The Company does not support the inclusion of individual names and/or locations for each telephone number used in connection with the Services for Emergency 911 purposes. Customer must utilize PS/ALI (Private Switch/Automatic Line Identifier) software to support each individual location for each ANI (Automatic Number Identification) transmitted by the Company to the applicable Emergency 911 PSAP (Public Safety Answering Position). The Company does not provide PS/ALI software.
- 2.21.3 The Company does not support CARE record information for each of Customer's end users and Customer must choose a single primary interexchange carrier for Customer and all of its end users. The Customer and all of its end users must utilize the same interexchange carrier.
- 2.21.4 The Company does not support the populating of the individual end user's caller name for Caller ID purposes. Only one Caller Name will be supported for each Billing Telephone Number provided to the Customer for the services purchased.
- 2.21.5 The Company does not support individual directory listings for each of the Customer's end users. Customers may only purchase directory listings that are representative of their own business name.

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PRIVATE LINE SERVICES

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

2.21 Additional Rules Relating to Resale of Service, (Cont'd.)

2.21.6 The Company will bill only Customer for both Customer's and its end users use of the Services. Usage may be detailed by Billing Telephone Number (BTN), but the Company will not bill Customer's end users for the Services nor does the Company provide billing media to assist Customer in billing its end users.

2.21.7 The Company does not offer GR303 protocol in connection with the Services.

2.21.8 The Company will accept trouble reports only from Customer or a Customer provided contact. Customer's end users contacting the Company will be referred back to Customer for trouble ticket management.

2.21.9 Customer agrees that all Services purchased hereunder will be subject to taxes, fees, surcharges and assessments based on Customer's use of the Services as an end user.

2.22 Moves and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge per line for the underlying service will apply as if the work had been done by the Company.

The Customer will be assessed a nonrecurring charge for any move, add or change of a Company service. Move and Change are defined as follows:

Move: A change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges equal to initial installation charge apply.

Change: Any revision, redesign or other provisioning change to existing services.

<u>Change Order</u>	<u>Minimum Nonrecurring Charge, each</u>
Switch Configuration or Feature Addition	\$50.00
Trunk Routing Configuration	\$75.00

(N)

(N)

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

2.23 Restoration of Service

(N)

2.23.1 Description

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time the restoration of the suspended service and facilities is arranged. The Company may require the Customer to pay a deposit prior to the restoration of the suspended service and facilities. The restoration charge does not apply when, after disconnection of service, service is later reinstalled.

2.23.2 Rates

Restoration Charge: \$50.00

(N)

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**PRIVATE LINE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS****3.1 Transport Service Offerings****3.1.1 Dedicated Capacity Services****A. Service Description****1. DS-0 Service**

DS-0 Low-speed digital service includes data transmission speeds of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

**2. DS-1 Service**

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion or Binary 8 Zero Substitution and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade Services or 24 DS-0 Services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64Kbps channels.

**3. DS-3 Service**

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity of 28 DS-1 Services at 1.544 Mbps or 672 Voice Grade Services or 672 DS-0 Services at 56/64 Kbps.

**4. STS-1 Service**

STS-1 Service is a high capacity channel for the full duplex, synchronous, optical channel for transmission of digital data based on the Synchronous Optical Network (SONET) standard. STS-1 has an electrical interface rate of 51.840 Mbps and can be configured with either DS3 or VT1.5 payload mapping.

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PRIVATE LINE SERVICES

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## SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

## 3.1 Transport Service Offerings, (Cont'd.)

## 3.1.1 Dedicated Capacity Services, (Cont'd.)

## A. Service Description, (Cont'd.)

## 5. OC-3 Service

OC-3 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155.520 Mbps. OC-3 Service may be configured with one OC-3c (concatenated), up to 3 STS-1's, or with combinations of asynchronous DS3 or DS1 (VT1.5) payload mapping.

## 6. OC-3c Service

OC-3c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 155.520 Mbps.

## 7. OC-12 Service

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.080 Mbps. OC-12 Service may be configured with up to 4 OC-3's, up to 12 STS-1's, or up to 12 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

## 8. OC-12c Service

OC-12c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 622.080 Mbps.

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**PRIVATE LINE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)****3.1 Transport Service Offerings, (Cont'd.)****3.1.1 Dedicated Capacity Service, (Cont'd.)****A. Service Description, (Cont'd.)****9. OC-48 Service**

OC-48 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2.488 Gbps. OC-48 Service may be configured with up to 4 OC-12's, up to 16 OC-3's, up to 48 STS-1's, or up to 48 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtended OC-3 add-drop multiplexer.

**10. OC-48c Service**

OC-48c Service is a concatenated, high capacity, clear channel for synchronous, optical transmission of digital data based on the SONET standard rate of 2.488 Gbps.

**B. Rates and Charges**

Services rates consist of a monthly recurring charge and non-recurring connection charge. Fixed monthly recurring charge is the monthly rate for providing communications between originating and terminating locations. Mileage Charge is the associated monthly rate for providing the communications path between originating and terminating locations. Mileage Charge is applied to services between 3 to 19.9 miles in length. Mileage charge for distances greater than 20 miles will be determined on an individual case basis.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.1 Dedicated Capacity Services, (Cont'd.)

B. Rates and Charges

1. Monthly Recurring Charges

<u>Service Description</u>	<u>Service Term</u>	<u>Monthly Recurring Fixed Charge</u>	<u>Monthly Recurring Mileage Charge</u>
DS-0	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB
DS-1	12 Months	\$185	\$100
	24 Months	\$175	\$100
	36 Months	\$140	\$100
	60 Months	\$135	\$100
DS-3	12 Months	\$1,150	\$300
	24 Months	\$1,110	\$300
	36 Months	\$1,060	\$300
	60 Months	\$975	\$300
STS-1	12 Months	\$1,150	\$300
	24 Months	\$1,110	\$300
	36 Months	\$1,060	\$300
	60 Months	\$975	\$300
OC-3 / OC-3c	12 Months	\$2,940	\$560
	24 Months	\$2,790	\$560
	36 Months	\$2,610	\$560
	60 Months	\$2,460	\$560

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PRIVATE LINE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.1 Dedicated Capacity Services, (Cont'd.)

B. Rates and Charges

1. Monthly Recurring Charges

<u>Service Description</u>	<u>Service Term</u>	<u>Monthly Recurring Fixed Charge</u>	<u>Monthly Recurring Mileage Charge</u>
OC-12 / OC-12c	12 Months	\$9,280	\$1,050
	24 Months	\$8,640	\$1,050
	36 Months	\$8,490	\$1,050
	60 Months	\$7,810	\$1,050
OC-48 / OC-48c	12 Months	ICB	ICB
	24 Months	ICB	ICB
	36 Months	ICB	ICB
	60 Months	ICB	ICB

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.1 Dedicated Capacity Services, (Cont'd.)

B. Rates and Charges, (Cont'd.)

2. Nonrecurring Connection Charge

<u>Service Description</u>	<u>Service Term</u>	<u>Nonrecurring Charge</u>	
DS-0	12 Months	ICB	
	24 Months	ICB	
	36 Months	ICB	
	60 Months	ICB	
DS-1	12 Months	\$250	(I)*
	24 Months	\$250	
	36 Months	\$250	
	60 Months	\$250	(I)
DS-3	12 Months	\$400	
	24 Months	\$400	
	36 Months	\$400	
	60 Months	\$400	
OC-3 / OC-3c	12 Months	\$1,500	(I)*
	24 Months	\$1,500	
	36 Months	\$1,500	
	60 Months	\$1,500	(I)
OC-12 / OC-12c	12 Months	\$2,000	
	24 Months	\$2,000	
	36 Months	\$2,000	
	60 Months	\$2,000	
OC-48 / OC-48c	12 Months	ICB	
	24 Months	ICB	
	36 Months	ICB	
	60 Months	ICB	

\*Rate Changes only impact new contracts as of the effective date below.

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PRIVATE LINE SERVICES

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## SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

## 3.1 Transport Service Offerings, (Cont'd.)

## 3.1.2 Wavelength Services

## A. Service Description

Wavelength Services are a wavelength division multiplexing (WDM) fiber optic communications system. The system provides arbitrary connections between nodes through the use of wavelength specific communication channels in 2.5G (2.488 Gbps) and 10G (9.952 Gbps) "Lambdas."

## 1. 2.5G Service

2.5G Service is a clear channel, bi-directional, synchronous, point-to-point optical services with a line rate of 2.488 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

## 2. 10G Service

10G Service is a clear channel, bi-directional, synchronous, point-to-point optical services with a line rate of 9.952 Gbps. The service is non-multiplexed, non-channelized, and excludes termination bandwidth. Each circuit constitutes an entire wavelength channel of multi-channel WDM system. Standard wavelengths are offered as a 2-fiber interface.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.2 Wavelength Services, (Cont'd.)

B. Rates and Charges

Service rates consist of a monthly recurring charge and non-recurring connection charge. The fixed monthly recurring charge is the monthly rate for providing communications between originating and terminating locations. The mileage band charge is the monthly rate for providing the communications path between originating and terminating locations for each mile in length. Mileage charges for distances 15 miles or greater will be determined on an individual case basis.

1. Monthly Recurring Charges

<u>Service Description</u>	<u>Service Term</u>	<u>Monthly Recurring Fixed Charge</u>
2.5G Wavelength	12 Months	\$15,000
	24 Months	\$ 9,900
	36 Months	\$ 8,900
	60 Months	\$ 8,000
10G Wavelength	12 Months	\$19,000
	24 Months	\$14,900
	36 Months	\$11,000
	60 Months	\$10,000

<u>Mileage Band</u>	<u>( in Miles)</u>	<u>Mileage Band Charge (per Mile)</u>
0	2.9	\$0
3	14.9	\$400
Above	15	ICB

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.2 Wavelength Services, (Cont'd.)

B. Rates and Charges (Cont'd.)

2. Nonrecurring Charges

<u>Service Description</u>	<u>Service Term</u>	<u>Nonrecurring Charge</u>	(T)
2.5G Wavelength	12 Months	\$5,000	(I) *
	24 Months	\$5,000	
	36 Months	\$5,000	
	60 Months	\$5,000	(I)
10G Wavelength	12 Months	\$5,000	
	24 Months	\$5,000	
	36 Months	\$5,000	
	60 Months	\$5,000	

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.3 Private Ring Service

A. Service Description

Private Ring Service is a custom designed, high-capacity service that delivers dedicated capacity between multiple locations over a private reserved path for the Customer's exclusive use. Private Ring Service Customers can also connect the Company's Dedicated Capacity / Wavelength Services to the Customer's private ring.

B. Rates and Charges

Rates and Charges for Private Ring Service will be determined on an individual case basis.

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PRIVATE LINE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.1 Transport Service Offerings, (Cont'd.)

3.1.4 Supplemental Services

The Company may provide certain supplemental services on an individual case basis.

- A. Multiplexing / De-multiplexing. This service combines lower-level signals onto a higher bandwidth interface or separates higher-level signals onto a lower bandwidth interface.
- B. Dedicated Entrance Facility. This service provides dedicated capacity to a single Customer on the Company's shared infrastructure. Additional services can be multiplexed or de-multiplexed from the dedicated entrance facility. The dedicated entrance facility is a flexible and customizable service allowing varying bandwidths interfaces to be connected to it.

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PRIVATE LINE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.2 High Speed Digital Access and High Capacity Private Line

3.2.1 Multipoint Native Local Area Network Service (Multipoint NLAN)

A. Service Description

Multipoint NLAN Service offers full mesh multipoint connectivity via native IEEE Standard Ethernet interfaces.

B. Rates and Charges

Rates and charges for Multipoint NLAN Service will be determined on an individual case basis.

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PRIVATE LINE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.2 High Speed Digital Access and High Capacity Private Line, (Cont'd.)

3.2.2 Point to Multipoint Native Local Area Network Service ("Point to Multipoint NLAN")

A. Service Description

Point to Multipoint NLAN Service offers full mesh Multipoint connectivity via native IEEE Standard Ethernet interfaces.

B. Rates and Charges

Rates and Charges for Point to Multipoint NLAN Service will be determined on an individual case basis.

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PRIVATE LINE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.2 High Speed Digital Access and High Capacity Private Line, (Cont'd.)

3.2.3 Customer Direct Native Local Area Network Service ("Customer Direct NLAN")

A. Service Description

Customer Direct NLAN is a point-to-point unprotected room and 1000 M Ethernet Service. The fiber between the two Customer locations is dedicated to the individual Customer. Troubleshooting and monitoring is accomplished by a Company technician visit.

B. Rates and Charges

Rates and charges for Customer Direct NLAN service will be determined on an individual case basis.

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**PRIVATE LINE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)****3.2 High Speed Digital Access and High Capacity Private Line, (Cont'd.)****3.2.4 Switched Native Local Areas Network (SNLAN) Service****A. Service Description**

Switched NLAN (SNLAN) Service is a switched Ethernet service that allows the Customer to access a shared network infrastructure to connect multiple Customer locations in a mesh configuration through standard IEEE 10M, 100M or 1000M Ethernet ports. Multiple Customers traverse the shared physical network infrastructure with traffic from each Customer differentiated from that or another Customer through unique, secure logical connections.

SNLAN Service is designed to accommodate both Untagged Customer Ethernet traffic as well as Tagged Customer Ethernet traffic across the Company's network. Customers may select Individual Tag Service (ITS) option for Unlimited Tag Service (UTS) option. With ITS, the Customer pays per Tag for each of the Tags they wish to transport across the network. Specific VLAN Tag numbers are available to Customers on a first come, first serve basis.

Full line-rate 1000M Ethernet ports are generally available with the SNLAN service. However, depending on the equipment deployed, only 1000M Ethernet ports with a bandwidth limitation of 622 may be available.

Customer Tagged Traffic: The Customer has already Tagged or uniquely applied Ethernet VLAN ID's to their Ethernet traffic for purposes pertinent to the Customer internal enterprise network. Therefore, the traffic enters the Company's SNLAN network without Tags already attached to the Ethernet frames. This type of traffic is referred to as Untagged Customer traffic.

**B. Rates and Charges**

Rates and Charges for SNLAN Service will be determined on an individual case basis.

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**PRIVATE LINE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)****3.2 High Speed Digital Access and High Capacity Private Line, (Cont'd.)****3.2.5 Extended NLAN (E-NLAN) Service****A. Service Description**

Extended NLAN service is an Ethernet service that provides a managed end-to-end solution.

Extended NLAN is offered over the Company's IP Backbone, encapsulating the Customer traffic using layer 2 tunnels as a best effort service. To transport Ethernet frames across the IP Backbone an Ethernet connection will be made between the NLAN Central Office Ethernet switch and an aggregation router on the Internet infrastructure. This IP ingress point is responsible for its LAN protocols traversing the Long-Haul NLAN network.

There are two levels of ENLAN service for PTP: Enhanced and Basic. Both of these services are offered in a redundant manner. The redundant offering would mean that an IP Backbone outage would result in packets being rerouted over an alternate path. The enhanced service offering means that capacity for both paths must be reserved for all Customers and a higher Class of Service will be implemented for these Customers. The basic service offering means that the Customer will receive a lower class of service if their traffic needs to be re-routed.

Customer must purchase separately Metro NLAN for each end of the Extended NLAN service.

**B. Rates and Charges**

Rates and charges for E\_NLAN Service will be determined on an individual case basis.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.2 High Speed Digital Access and High Capacity Private Line, (Cont'd.)

3.2.6 MultiPoint Extended NLAN (MP ENLAN Service)

A. Service Description

MultiPoint Extended NLAN Service allows long-haul connectivity between multiple market locations. It is offered over the Company's IP Backbone thus encapsulating Customer traffic using layer 2 tunnels. Metro NLAN connectivity is required for connection at each Customer location.

B. Rates and Charges

Rates and charges will be determined on an individual case basis.

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PRIVATE LINE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.3 ESCON Storage Transport

3.3.1 Service Description

ESCON Storage Transport Product is a point-to-point circuit that connects an IBM mainframe at the Customer's location to an off-site storage provider using standard ESCON protocol. Specifically designed for Business Continuity/Disaster Recovery, this service provides the Customer with the ability to back up mission-critical data in real time on a transaction-by-transaction basis.

3.3.2 Rates and Charges

Rates and charges for ESCON Storage Transport will be determined on an individual case basis.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.4 VPN Service

(T)

3.4.1 Description

The Company's VPN Service provides an isolated, segmented virtual tunnel between two or more points on the Company's network. This is a routed connection and requires that the two end points are capable of Network Layer decisions and are on different subnets. There are two pricing components to the service: Access (bandwidth) and Transport (port).

3.4.2 Rates and Charges

VPN Service pricing is based on the access type and bandwidth of each location, as well as the term service commitment entered into by the Customer. The pricing below applies to on-net circuits. For services provisioned Off Net, additional charges will apply.

A. T-1 VPN Service

1. T-1 VPN Access

(T)  
(T,M)<sup>1</sup>

Per Mbps	Nonrecurring Charge	T-1 VPN Access Monthly Recurring Charge			
		1 Year	2 Years	3 Years	5 Years
1.5	\$500.00(I)*	\$587.00(R)*	\$528.00(R)*	\$499.00(R)*	\$470.00(I)*

(T,M)<sup>1</sup>  
(D)

(D)

2. T-1 VPN Transport (On-Net)

(T,M)<sup>2</sup>

Circuit	Nonrecurring Charge	On-Net T-1 VPN Transport Monthly Recurring Charges			
		1 Year	2 Years	3 Years	5 Years
T1-1.5M	\$0.00	\$85.00	\$ 77.00(I)*	\$ 72.00(I)*	\$ 68.00(I)*
2 x T1-3M	\$0.00	\$170.00	\$154.00(I)*	\$144.00(I)*	\$136.00(I)*
3 x T1-4.5M	\$0.00	\$255.00	\$231.00(I)*	\$216.00(I)*	\$204.00(I)*
4 x T1-6M	\$0.00	\$340.00	\$308.00(I)*	\$288.00(I)*	\$272.00(I)*

(T,M)<sup>2</sup>

(D) – Move, change and restore charges are now addressed in Section 2, 2<sup>nd</sup> Revised Page 69 and Original Page 69.1.

(M)<sup>1</sup> – Certain material now found on this page was previously located on 1<sup>st</sup> Revised Page 88 - 3.4.1.A.1 and 3.4.1.A.2 and 1<sup>st</sup> Revised Page 89 - Sections 3.4.1.A.3 and 3.4.1.A.4 are reformatted into one table, current nonrecurring charge decreased for all but change charge.

(M)<sup>2</sup> – Certain material now found on this page was previously located on 1<sup>st</sup> Revised Page 92 – Sections 3.4.2.A.1 and 3.4.2.A.2, and 1<sup>st</sup> Revised Page 93 - Sections 3.4.2.A.3 and 3.4.2.A.4.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.4 VPN Service, (Cont'd.)

(T,M)<sup>1</sup>

3.4.2 Rates and Charges, (Cont'd.)

B. DS-3 VPN Service

1. DS-3 VPN Access

Mbps	Nonrecurring Charge	DS-3 VPN Access			
		Monthly Recurring Charge			
		1 Year	2 Years	3 Years	5 Years
3	\$750.00(R)	\$890.00(R)	\$801.00(R)	\$757.00	\$712.00(I)
6	\$750.00(R)	\$1,045.00(R)	\$941.00(R)	\$888.00(R)	\$836.00(I)
9	\$750.00(R)	\$1,195.00(R)	\$1,076.00(R)	\$1,016.00(R)	\$956.00(I)
12	\$750.00(R)	\$1,385.00(R)	\$1,247.00(R)	\$1,177.00(R)	\$1,108.00(R)
15	\$750.00(R)	\$1,590.00(R)	\$1,431.00(R)	\$1,352.00(R)	\$1,272.00(I)
18	\$750.00(R)	\$1,800.00(R)	\$1,620.00(R)	\$1,530.00(R)	\$1,440.00(R)
21	\$750.00(R)	\$2,005.00(R)	\$1,805.00(R)	\$1,704.00(R)	\$1,604.00(R)
24	\$750.00(R)	\$2,210.00(R)	\$1,989.00(R)	\$1,879.00(R)	\$1,768.00(R)
27	\$750.00(R)	\$2,420.00(R)	\$2,178.00(R)	\$2,057.00(R)	\$1,936.00(R)
30	\$750.00(R)	\$2,625.00(R)	\$2,363.00(R)	\$2,231.00	\$2,100.00(R)
33	\$750.00(R)	\$2,830.00(R)	\$2,547.00(R)	\$2,406.00(R)	\$2,264.00(R)
36	\$750.00(R)	\$3,040.00(R)	\$2,736.00(R)	\$2,584.00(R)	\$2,432.00(R)
39	\$750.00(R)	\$3,245.00(R)	\$2,921.00(R)	\$2,758.00(R)	\$2,596.00(R)
42	\$750.00(R)	\$3,450.00(R)	\$3,105.00(R)	\$2,933.00(R)	\$2,760.00(R)
45	\$750.00(R)	\$3,659.00(R)	\$3,293.00(R)	\$3,110.00	\$2,927.00(R)

(T,M)<sup>1</sup>

2. DS-3 VPN Transport (On-Net)

(T,M)<sup>2</sup>

Circuit	Nonrecurring Charge	On-Net DS-3 VPN Transport			
		Monthly Recurring Charge			
		1 Year	2 Years	3 Years	5 Years
DS-3	\$0.00	\$325.00(R)	\$293.00(R)	\$276.00(R)	\$260.00(R)

(T,M)<sup>2</sup>

(M)<sup>1</sup> – Certain material now found on this page was previously located on 1<sup>st</sup> Revised Page 90 - Section 3.4.1.B.

(M)<sup>2</sup> – Certain material now found on this page was previously located on 1<sup>st</sup> Revised Page 94 – Section 3.4.2.B.

(M) – Certain material previously found on this page is now located on 2<sup>nd</sup> Revised Page 88 – Section 3.4.2.A.1.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.4 VPN Service, (Cont'd.)

(T,M)<sup>1</sup>

3.4.2 Rates and Charges, (Cont'd.)

C. OC-3 VPN Service

1. OC-3 VPN Access

Mbps	Nonrecurring Charge	OC-3 VPN Access Monthly Recurring Charge			
		1 Year	2 Years	3 Years	5 Years
35	\$1,500.00(R)	\$2,970.00(R)	\$2,673.00(R)	\$2,525.00(I)	\$2,376.00(R)
45	\$1,500.00(R)	\$3,659.00(R)	\$3,293.00(R)	\$3,110.00	\$2,927.00(R)
55	\$1,500.00(R)	\$4,095.00(R)	\$3,686.00(R)	\$3,481.00(R)	\$3,276.00(R)
65	\$1,500.00(R)	\$4,530.00(R)	\$4,077.00(R)	\$3,851.00(R)	\$3,624.00(R)
75	\$1,500.00(R)	\$4,970.00(R)	\$4,473.00(R)	\$4,225.00(R)	\$3,976.00(R)
85	\$1,500.00(R)	\$5,405.00(R)	\$4,865.00(R)	\$4,594.00(R)	\$4,324.00(R)
95	\$1,500.00(R)	\$5,840.00(R)	\$5,256.00(R)	\$4,964.00(R)	\$4,672.00(R)
105	\$1,500.00(R)	\$6,270.00(R)	\$5,643.00(R)	\$5,330.00(R)	\$5,016.00(R)
115	\$1,500.00(R)	\$6,695.00(R)	\$6,026.00(R)	\$5,691.00(R)	\$5,356.00(R)
125	\$1,500.00(R)	\$7,120.00(R)	\$6,408.00(R)	\$6,052.00(R)	\$5,696.00(R)
135	\$1,500.00(R)	\$7,545.00(R)	\$6,791.00(R)	\$6,413.00(R)	\$6,036.00(R)
145	\$1,500.00(R)	\$7,965.00(R)	\$7,169.00(R)	\$6,770.00(R)	\$6,372.00(R)
155	\$1,500.00(R)	\$8,385.00(R)	\$7,547.00(R)	\$7,127.00(R)	\$6,708.00(R)

(T,M)<sup>1</sup>

2. OC-3 VPN Transport (On-Net)

(T,M)<sup>2</sup>

Circuit	Nonrecurring Charge	On-Net OC-3 Transport Monthly Recurring Charge			
		1 Year	2 Years	3 Years	5 Years
OC-3	\$0.00	\$915.00(R)	\$824.00(R)	\$778.00(R)	\$732.00(R)

(T,M)<sup>2</sup>

(M)<sup>1</sup> – Certain material now found on this page was previously located on 1<sup>st</sup> Revised Page 91 - Section 3.4.1.C.  
 (M)<sup>2</sup> – Certain material now found on this page was previously located on 1<sup>st</sup> Revised Page 94 – Section 3.4.2.C.  
 (M) – Certain material previously found on this page is now located on 2<sup>nd</sup> Revised Page 89 - Section 3.4.2.B.1.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.4 VPN Service, (Cont'd.)

(N)

3.4.2 Rates and Charges, (Cont'd.)

D. VPN Ethernet

(M)

1. VPN Ethernet Access

Mbps	Nonrecurring Charge	VPN Ethernet Access Monthly Recurring Charge			
		1 Year	2 Years	3 Years	5 Years
2	\$750.00	\$625.00	\$563.00	\$531.00	\$500.00
4	\$750.00	\$940.00	\$846.00	\$799.00	\$752.00
6	\$750.00	\$1,045.00	\$941.00	\$888.00	\$836.00
8	\$750.00	\$1,145.00	\$1,031.00	\$973.00	\$916.00
10	\$750.00	\$1,247.00	\$1,122.00	\$1,060.00	\$998.00
15	\$750.00	\$1,590.00	\$1,431.00	\$1,352.00	\$1,272.00
20	\$750.00	\$1,935.00	\$1,742.00	\$1,645.00	\$1,548.00
25	\$750.00	\$2,280.00	\$2,052.00	\$1,938.00	\$1,824.00
30	\$750.00	\$2,625.00	\$2,363.00	\$2,231.00	\$2,100.00
35	\$750.00	\$2,970.00	\$2,673.00	\$2,525.00	\$2,376.00
40	\$750.00	\$3,315.00	\$2,984.00	\$2,818.00	\$2,652.00
45	\$750.00	\$3,659.00	\$3,293.00	\$3,110.00	\$2,927.00
50	\$750.00	\$3,875.00	\$3,488.00	\$3,294.00	\$3,100.00
55	\$750.00	\$4,095.00	\$3,686.00	\$3,481.00	\$3,276.00
60	\$750.00	\$4,315.00	\$3,884.00	\$3,668.00	\$3,452.00
65	\$750.00	\$4,530.00	\$4,077.00	\$3,851.00	\$3,624.00
70	\$750.00	\$4,750.00	\$4,275.00	\$4,038.00	\$3,800.00
75	\$750.00	\$4,970.00	\$4,473.00	\$4,225.00	\$3,976.00
80	\$750.00	\$5,185.00	\$4,667.00	\$4,407.00	\$4,148.00
85	\$750.00	\$5,405.00	\$4,865.00	\$4,594.00	\$4,324.00
90	\$750.00	\$5,620.00	\$5,058.00	\$4,777.00	\$4,496.00
95	\$750.00	\$5,840.00	\$5,256.00	\$4,964.00	\$4,672.00
100	\$750.00	\$6,058.00	\$5,452.00	\$5,149.00	\$4,846.00
125	\$2,000.00	\$7,120.00	\$6,408.00	\$6,052.00	\$5,696.00
150	\$2,000.00	\$8,179.00	\$7,361.00	\$6,952.00	\$6,543.00
175	\$2,000.00	\$9,215.00	\$8,294.00	\$7,833.00	\$7,372.00
200	\$2,000.00	\$10,250.00	\$9,225.00	\$8,713.00	\$8,200.00
225	\$2,000.00	\$11,280.00	\$10,152.00	\$9,588.00	\$9,024.00
250	\$2,000.00	\$12,315.00	\$11,084.00	\$10,468.00	\$9,852.00

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(N)

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

3.4 VPN Service, (Cont'd.)

(N)

3.4.2 Rates and Charges, (Cont'd.)

D. VPN Ethernet, (Cont'd.)

(M)

1. VPN Ethernet Access, (Cont'd.)

<u>Mbps</u>	<u>Nonrecurring Charge</u>	<u>VPN Ethernet Access Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
300	\$2,000.00	\$14,385.00	\$12,947.00	\$12,227.00	\$11,508.00
350	\$2,000.00	\$16,455.00	\$14,810.00	\$13,987.00	\$13,164.00
400	\$2,000.00	\$18,525.00	\$16,673.00	\$15,746.00	\$14,820.00
450	\$2,000.00	\$20,590.00	\$18,531.00	\$17,502.00	\$16,472.00
500	\$2,000.00	\$22,660.00	\$20,394.00	\$19,261.00	\$18,128.00
550	\$2,000.00	\$24,030.00	\$21,627.00	\$20,426.00	\$19,224.00
600	\$2,000.00	\$25,400.00	\$22,860.00	\$21,590.00	\$20,320.00
650	\$2,000.00	\$26,770.00	\$24,093.00	\$22,755.00	\$21,416.00
700	\$2,000.00	\$28,135.00	\$25,322.00	\$23,915.00	\$22,508.00
750	\$2,000.00	\$29,505.00	\$26,555.00	\$25,079.00	\$23,604.00
800	\$2,000.00	\$30,875.00	\$27,788.00	\$26,244.00	\$24,700.00
850	\$2,000.00	\$32,245.00	\$29,021.00	\$27,408.00	\$25,796.00
900	\$2,000.00	\$33,615.00	\$30,254.00	\$28,573.00	\$26,892.00
950	\$2,000.00	\$34,985.00	\$31,487.00	\$29,737.00	\$27,988.00
1,000	\$2,000.00	\$36,353.00	\$32,718.00	\$30,900.00	\$29,082.00

(M)

2. VPN Ethernet Port

<u>Port Mbps</u>	<u>Nonrecurring Charge</u>	<u>VPN Ethernet Port Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
10	\$0.00	\$325.00	\$293.00	\$276.00	\$260.00
100	\$0.00	\$325.00	\$293.00	\$276.00	\$260.00
1000	\$0.00	\$700.00	\$630.00	\$595.00	\$560.00

(N)

(M) – Certain material previously found on this page is now located on 2<sup>nd</sup> Revised Page 88 – Section 3.4.2.A.2.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D.)

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PRIVATE LINE SERVICES

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SECTION 4 - SPECIAL CONSTRUCTION

4.1 Special Construction Services

4.1.1 Subject to the arrangement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken by the Company on a reasonable effort basis at the request of the Customer.

4.1.2 Special construction is that construction which is undertaken under one or more of the following circumstances:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where the facilities so constructed are over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct;
- E. where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed;
- f. where the facilities are provided on a temporary basis pending the availability of permanent facilities;

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SECTION 4 - SPECIAL CONSTRUCTION SERVICES, (CONT'D.)

4.1 Special Construction Services, (Cont'd.)

4.1.2 Special construction is that construction which is undertaken under one or more of the following circumstances, (Cont'd.)

G. where the construction requested involves abnormal costs; and

H. where construction of facilities is done in advance of the Company's normal construction schedule.

4.1.3 Construction Charges

Special construction charges will be determined on an individual case basis. Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the Florida Public Utilities Commission.

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PRIVATE LINE SERVICES

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SECTION 4 - SPECIAL CONSTRUCTION SERVICES, (CONTD.)

4.2 Individual Case Basis Arrangements

- 4.2.1 The Company may, in response to competitive request for proposal or for non-standard services, develop a responsive individual contract billing arrangement for services offered in this Price List.
- 4.2.2 Prices quoted in response to such requests may be different from those in effect in this Price List but will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such price will also be available for similarly situated Customers. Appropriate cost support will be submitted to the Florida Public Utilities Commission if required.
- 4.2.3 An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.
- 4.2.4 Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the Florida Public Utilities Commission.

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PRIVATE LINE SERVICES

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SECTION 5 – PROMOTIONS

5.1 Promotional Offerings

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety (90) days for non-optional, recurring charges), designed to attract new Customers or to increase existing Customer awareness of a particular Price List offering. Requests for specific limited duration promotional offerings will be presented to the Florida Public Utilities Commission prior to implementation.

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**PRIVATE LINE SERVICES**

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**SECTION 5 – PROMOTIONS, (CONT'D.)****5.2 On-Net Promotion****5.2.1 Promotion Description**

This promotion offers a one-month service credit to eligible Customers located in existing On-Net buildings who purchase any service with a monthly recurring charge and a service term of at least 24 months.

**5.2.2 Terms and Conditions**

- A. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
- B. Customers in Off-Net buildings or areas not currently On-Net are not eligible for this promotion.
- C. The promotional service credit will be applied against the monthly recurring charge for the purchased service.
- D. This promotion is effective through June 30, 2007. Service must be installed no later than two months after the date of the service order.
- E. Local usage fees for measured and message rated service are not included in the promotional price.
- F. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
- G. All monthly recurring charges will be billed in advance of service.
- H. Termination liability as described elsewhere in this tariff applies to early termination.
- I. This promotion may not be combined with any other promotional offer except the On-Net Satisfaction Guarantee.
- J. If combined with the On-Net Satisfaction Guarantee, the Customer's promotional service credit may not exceed the total amount billed for the applicable Service.

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**PRIVATE LINE SERVICES**

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**SECTION 5 – PROMOTIONS, (CONT'D.)****5.3 On-Net Satisfaction Guarantee****5.3.1 Promotion Description**

This promotion allows eligible new Customers in existing On-Net buildings to disconnect any service for any reason within the first 30 days of service without incurring termination liability.

**5.3.2 Terms and Conditions**

- A. This offer is available only to new eligible Customers and existing eligible Customers purchasing new services in existing On-Net buildings.
- B. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
- C. Customers in Off-Net buildings or areas not currently On-Net are not eligible for this promotion.
- D. Customers who wish to invoke the On-Net Satisfaction Guarantee must notify the Company of their desire to terminate service in writing within 30 days of service installation. The Customer is responsible for all service charges incurred up to the date of disconnection.
- E. This promotion is effective through June 30, 2007. Service must be installed no later than two months after the date of the service order.
- F. All monthly recurring charges will be billed in advance of service.
- G. Termination liability as described elsewhere in this tariff applies to early termination, after the first 30 days of service.
- H. This promotion may not be combined with any other promotional offer other than the "On-Net Promotion".

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**PRIVATE LINE SERVICES**

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**SECTION 5 – PROMOTIONS, (CONT'D.)****5.4 CCS Renewal Promotion****5.4.1 Promotion Description**

This promotion allows existing eligible Customers to receive up to a two-month service credit upon renewing any service except Local Loop.

**5.4.2 Terms and Conditions**

- A. This offer is available only to existing eligible Customers who renew a qualified service within the Company's standard renewal window on a term commitment contract.
- B. The eligible Customer who orders service for a 24 month term will receive a credit equal to one month's monthly recurring charge for the service ordered. The eligible Customer who orders service for a 36 month term (or longer) will receive a credit equal to two months' monthly recurring charges for the service ordered.
- C. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
- D. Local usage fees for measured and message rated service, directory assistance, taxes, surcharges and other items that do not have a monthly recurring charge are not eligible for the promotion.
- E. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
- F. All monthly recurring charges will be billed in advance of service.
- G. Termination liability as described elsewhere in this tariff applies to early termination.
- H. This promotion may not be combined with any other promotional offer.

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**SECTION 5 – PROMOTIONS, (CONT'D.)****5.5 Up-Sell Free Month Promotion****5.5.1 Promotion Description**

This promotion offers a one- or two-month service credit to renewing Customers who purchase services in a new Company product category (i.e., a product category in which Customer currently has no Company services). Customers who purchase additional services with a contract term of 24 months are eligible to receive a credit equal to one month's recurring charges for the new services. Customers who purchase additional services with a contract term of 36 months or longer are eligible to receive a credit equal to two months' recurring charges for the new services.

**5.5.2 Terms and Conditions**

- A. The Company's product categories are as follows: Voice; Integrated Services; Internet; and Data/Transport.
- B. Internet Service Providers and carrier customers are not eligible to receive this promotion.
- C. Credit will be applied at the beginning of the contract term. Only products with a monthly recurring charge are eligible for the credit. Usage, taxes and surcharges are no eligible for credit.
- D. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
- E. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
- F. All monthly recurring charges will be billed in advance of service.
- G. Termination liability as described elsewhere in this tariff applies to early termination.
- H. This promotion may not be combined with any other promotional offer.

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SECTION 5 – PROMOTIONS, (CONT'D.)

5.6 2007 CCS Renewal Promotion

5.6.1 Promotion Description

This promotion allows existing eligible Customers to receive up to a two-month service credit upon renewing any service except Local Loop.

5.6.2 Terms and Conditions

- A. This offer is available only to existing eligible Customers who renew a qualified service within the Company’s standard renewal window on a term commitment contract.
- B. The eligible Customer who orders service for a 24 month term will receive a credit equal to one month’s monthly recurring charge for the service ordered. The eligible Customer who orders service for a 36 month term (or longer) will receive a credit equal to two months’ monthly recurring charges for the service ordered.
- C. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
- D. Local usage fees for measured and message rated service, directory assistance, taxes, surcharges and other items that do not have a monthly recurring charge are not eligible for the promotion.
- E. This promotion is effective through March 31, 2007. Service must be installed no later than two months after the date of the service order.
- F. All monthly recurring charges will be billed in advance of service.
- G. Termination liability as described elsewhere in this tariff applies to early termination.
- H. This promotion may not be combined with any other promotional offer.

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**SECTION 5 – PROMOTIONS, (CONT'D.)****5.7 2007 Up-Sell Free Month Promotion****5.7.1 Promotion Description**

This promotion offers a one- or two-month service credit to renewing Customers who purchase services in a new Company product category (i.e., a product category in which Customer currently has no Company services). Customers who purchase additional services with a contract term of 24 months are eligible to receive a credit equal to one month's recurring charges for the new services. Customers who purchase additional services with a contract term of 36 months or longer are eligible to receive a credit equal to two months' recurring charges for the new services.

**5.7.2 Terms and Conditions**

- A. The Company's product categories are as follows: Voice; Integrated Services; Internet; and Data/Transport.
- B. Internet Service Providers and carrier customers are not eligible to receive this promotion.
- C. Credit will be applied at the beginning of the contract term. Only products with a monthly recurring charge are eligible for the credit. Usage, taxes and surcharges are no eligible for credit.
- D. This promotion is effective through March 31, 2007. Service must be installed no later than two months after the date of the service order.
- E. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
- F. All monthly recurring charges will be billed in advance of service.
- G. Termination liability as described elsewhere in this tariff applies to early termination.
- H. This promotion may not be combined with any other promotional offer.

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