

Title Sheet

Florida Telecommunications Price List

This price list contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Orlando Telephone Company, Inc. (OTC) with offices located at 4558 S.W. 35<sup>th</sup> Street, Suite 100, Orlando, Florida 32811. This price list applies to services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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CHECK SHEET

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

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Original	Sheet 35		First Revised	Sheet 70	

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### SYMBOLS SHEET

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

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

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PRICE LIST FORMAT SHEETS

- A) Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B) Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.
- C) Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).1.
  - 2.1.1.A.1.(a).1.(i).
  - 2.1.1.A.1.(a).1.(i).(I).

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PRICE LIST FORMAT SHEETS

- D) **Check Sheets** - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk(\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc, remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1 - DEFINITIONS

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

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

**Access Service:** Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating IntraLATA or InterLATA communications.

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

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

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

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

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

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

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

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

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## SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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**SECTION 1 - DEFINITIONS**

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

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

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

**Communication Services:** The Company's toll and local exchange switched telephone services.

**Company or OTC:** Orlando Telephone Company, Inc., the issuer of this price list.

**Customer or Subscriber:** The person, firm or corporation that orders service and are responsible for the payment of charges and compliance with the Company's regulations.

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

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

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

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

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

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## SECTION 1 – DEFINITIONS

**Dual Tone Multi-Frequency (or "DTMF"):** The pulse type employed by tone dial station sets.

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

**Excess Capacity Service (ECS):** Unused additional bandwidth available at customer premises. This bandwidth may be utilized for extra, temporary service to meet special customer needs.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted to a receiver.

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

**Interexchange Carrier (IXC):** Any corporation or other entity engaged in the transmission of voice, data, video or other communication for hire between points outside of a local calling area.

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

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

**KBPS:** Kilobits per second, denotes thousands of bits per second.

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

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

**Local Calling Area:** The geographic area within which a subscriber may make unlimited calls at no additional charge.

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## SECTION 1 - DEFINITIONS

**Local Exchange Carrier or ("LEC"):** Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched telecommunication access to the public switched telecommunications network within a specific area.

**MBPS:** Megabits, denotes millions of bits per second,

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

**Non-Recurring Charge:** The maximum one time charge to the customer for the establishment of a service.

**Recurring Charge:** The maximum monthly charge to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

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

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

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

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

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**SECTION 1 - DEFINITIONS**

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

**Two Way:** A service attribute that allows for the completion of incoming and outgoing calls over the same facility at separate times.

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

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

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

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

#### 2.1.2 Shortage of Equipment or Facilities

A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

B) The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions

A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day, unless "Excess Capacity Service (ECS)" is ordered. For the purpose of computing charges in this price list, a month is considered to have 30 days. ECS will be billed on a daily basis.

B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 60 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.

D) In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions (Continued)

E) Service may be terminated upon written notice to the Customer if:

- 1) The Customer is using the service in violation of this price list, or
- 2) The Customer is using the service in violation of the law.

F) This price list shall be interpreted and governed by the laws of the State of Florida.

G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company

A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company (Continued)

#### 2.1.4 Liability of the Company (Continued)

C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

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

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

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

1) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

- 1) It is the intent of the Company to provide basic residence and business services, when & where facilities are available, within 48 hours of receipt of a valid customer service request. N

B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

- 1) It is the intent of the Company to respond to repair requests within two (2) hours when such repair request is due to a major outage such as inability to make or receive calls. Repair requests involving less than a major outage will be responded to within 24 hours during normal business hours excluding weekends and holidays. N
- 2) It is the intent of the Company to provision all network components directly under its control at a P.01 grade of service or better during the busy hour under normal conditions. N

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company (Continued)

#### 2.1.6 Provision of Equipment and Facilities (Continued)

C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

F) Unless otherwise specifically agreed to by the Company and the Customer; the Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1) The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- 2) The reception of signals by Customer-provided equipment.

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**SECTION 2 - REGULATIONS**

**2.1 Undertaking of the Company (Continued)**

**2.1.7 Non-routine Installation**

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

**2.1.8 Special Construction**

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

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

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**SECTION 2 - REGULATIONS**

**2.1 Undertaking of the Company (Continued)**

**2.1.8 Special Construction (Continued)**

**E) On an expedited basis;**

**F) On a temporary basis until permanent facilities are available;**

**G) Involving abnormal costs; or**

**H) In advance of its normal construction.**

**2.1.9 Ownership of Facilities**

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

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## SECTION 2 - REGULATIONS

### 2.2 Prohibited Uses

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

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## SECTION 2 - REGULATIONS

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

A) The payment of all applicable charges pursuant to this price list;

B) Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 - REGULATIONS

2.3 Obligations of the Customer (Continued)

2.3.1 General (Continued)

D) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3. 1 (C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

E) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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## SECTION 2 - REGULATIONS

### 2.3 Obligations of the Customer (Continued)

#### 2.3.1 General (Continued)

F) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G) Not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

H) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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## SECTION 2 - REGULATIONS

### 2.3 Obligations of the Customer (Continued)

#### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

A) Any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

B) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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## SECTION 2 - REGULATIONS

### 2.4 Customer Equipment and Channels

#### 2.4.1 General

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

#### 2.4.2 Station Equipment

A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

B) The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 - REGULATIONS

2.4 Customer Equipment and Channels (Continued)

2.4.3 Interconnection of Facilities

A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists or price lists of the other communications carriers that are applicable to such connections.

C) Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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**SECTION 2 - REGULATIONS**

**2.4 Customer Equipment and Channels (Continued)**

**2.4.4 Inspections**

A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. All payments are payable to Orlando Telephone Company.

A) Taxes

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

2.5.2 Billing and Collection of Charges

A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.

B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the proceeding billing periods.

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SECTION 2 - REGULATIONS

2.5 Payment Arrangements (Continued)

2.5.2 Billing and Collection of Charges (Continued)

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

D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E) Interest charges of 1 ½% per month will be assessed on all unpaid balances more than 30 days old. N

F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) or 5% of the amount of the check, which ever is greater, for each check submitted by the Customer to the Company that is returned for insufficient funds. T

G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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## SECTION 2 - REGULATIONS

### 2.5 Payment Arrangements (Continued)

#### 2.5.3 Advance Payments

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

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SECTION 2 - REGULATIONS

2.5 Payment Arrangements (Continued)

2.5.4 Deposits

A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- 1) Two month's charges for a service or facility that has a minimum payment period of one month; or
- 2) The charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

B) A deposit may be required in addition to an advance payment.

C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

D) Deposits held will accrued interest at a rate in accordance with the rules of the Florida Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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**SECTION 2 - REGULATIONS**

**2.5 Payment Arrangements (Continued)**

**2.5.5 Discontinuance of Service**

A) Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 - REGULATIONS

2.5 Payment Arrangements (Continued)

2.5.5 Discontinuance of Service (Continued)

D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value, at six percent).

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## SECTION 2 - REGULATIONS

### 2.5 Payment Arrangements (Continued)

#### 2.5.6 Cancellation of Application for Service

A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).

C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

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## SECTION 2 - REGULATIONS

### 2.5 Payment Arrangements (Continued)

#### 2.5.7 Changes in Service Requested

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

### 2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

#### 2.6.1 Credit for Interruptions

A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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SECTION 2 - REGULATIONS

2.6 Allowances for Interruptions in Service (Continued)

2.6.1 Credit for Interruptions (Continued)

B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 8 hours	1/2 Day
8 hours up to but not including 16 hours	1 Day
16 hours up to 24 hours	2 Days

Interruptions over 24 hours. Interruptions over 24 hours will be credited 2 days for each full 24 hour period.

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## SECTION 2 - REGULATIONS

### 2.6 Allowances for Interruptions in Service (Continued)

#### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

A) Interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

B) Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

C) Interruptions due to the failure or malfunction of non-Company equipment;

D) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

E) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

G) Interruption of service due to circumstances or causes beyond the control of Company.

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## SECTION 2 - REGULATIONS

### 2.7 Use of Customer's Service by Others

#### 2.7.1 Resale and Sharing

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

#### 2.7.2 Joint Use Arrangements

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

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**SECTION 2 - REGULATIONS**

**2.8 Cancellation of Service**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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

- A) All unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C) All Recurring Charges specified in the price list for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- D) A reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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## SECTION 2 - REGULATIONS

### 2.9 Transfers and Assignments

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

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

### 2.10 Notices and Communications

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

B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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SECTION 2 - REGULATIONS

2.10 Notices and Communications (Continued)

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

D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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### SECTION 3 - APPLICATION OF RATES

#### 3.1 Introduction

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

#### 3.2 Charges Based on Duration of Use

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

A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

B) Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

E) All times refer to local time.

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### SECTION 3 - APPLICATION OF RATES

#### 3.3 Rates Based Upon Distance

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

A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

B) The airline distance between any two-rate centers is determined as follows:

- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing guide referenced in Section 3.3(A).
- 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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## SECTION 4 - SERVICE AREAS

### 4.1 Service Areas

Service is provided in limited geographic areas. The Company's Service Area can be generally defined as Metropolitan Orlando which is comprised of the following communities. These communities are served as local calls (i.e. no long distance or extended area charge).

#### Community

#### Altamonte Springs

Apopka

Belle Isle

Bithlo

Casselberry

Celebration

Christmas

Clermont

DeBary

Deltona

Edgewood

Geneva

Goldenrod

Gotha

#### Lake Buena Vista

Lake Mary

Longwood

Kissimmee

Maitland

Monteverde

Ocoee

Orlando

Oviedo

Reedy Creek

Sanford

St. Cloud

Union Park

Windemere

Winter Garden

Winter Park

Winter Springs

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**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.1 General**

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

- A) originate calls to and receive calls from other stations on the public switched telecommunications network and/or,
- B) Access other services offered by the Company as set forth in this price list and/or,
- C) access certain interstate and international calling services provided by the Company and/or,
- D) access (at no additional charge) the Company's operators and business office for service related assistance and/or;
- E) access emergency services by dialing O- or 911 and/or,
- F) access services provided by other common carriers that purchases the Company's Switched Access services as provided under the Company's Federal and State price lists, or that maintains other types of traffic exchange arrangements with the Company.

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

The following Local Exchange Services are offered:

Flat Rate Business Line  
Flat Rate Residence Line  
Message Rate Business Line  
Flat Rate Business Trunk  
Message Rate Business Trunk  
DID Trunk  
1.544 MBPS (DS-1) Service  
45 MBPS (DS-3) Service  
Pay Telephone Line

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SECTION 5 - LOCAL EXCHANGE SERVICE

5.2 Description of Services and Rates

5.3 Flat Rate Business or Residence Line Service

T

A Flat Rate Business or Residence Line provides a Customer with a single, voice-grade telephone communications channel that can be used to place or receive one call at a time. Lines are provided for connection of Customer provided telephone equipment, modems or facsimile machines to the public switched telecommunications network. Each line may be configured into a hunt group with other Company provided lines. Each line is provided with the following standard features, which can be deleted at the Customer's option:

T

Touch Tone  
Hunting

Flat Rate Business or Residence Line Service is also available with various calling features and options. Customers wishing to purchase calling features might order those desired from 7.0 below. Non-recurring and monthly recurring rates per Business or Residence Line apply as follows:

T

T

	Order Code	Non-Recurring	Order Code	Recurring	
Flat Rate Business Line Each Line	I1FB	\$50.00	1FB	\$25.00	
Each additional line ordered at the same time	I1FBBA	\$25.00	1FB	\$25.00	
Flat Rate Residence Line Each Line	I1FR	\$40.00	1FR	\$11.50	N

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SECTION 5 - LOCAL EXCHANGE SERVICE

5.3.1 Message Rate Business Line Service

Message Rate Business Line Service provides a customer with the same service capabilities and features as described in 5.3 above with the following difference. Message Rate Lines are billed at a reduced monthly recurring charge and each outgoing local call is billed at a fixed rate regardless of duration. **A customer may choose either Flat Rate or Message Rate Service but that choice covers all service at a premises with the exception of pay telephones.**

	Order Code	Non-Recurring	Order Code	Recurring
Message Rate Business Line Each Line	IMBT	\$50.00	1MB	\$10.00
Each additional line ordered at the same time	IMBTA	\$25.00	1MB	\$10.00
Per Call Charge			MSG	\$ 0.06

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**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.4 Flat Rate Business Trunk Service**

Flat Rate Business Trunk Service provides a Customer with a single, voice-grade, analog telephone communications channel that can be used to place or receive one call at a time. Flat Rate Business Trunks are provided for connection of Customer provided private branch exchanges (PBX's) to the public switched telecommunications network. Each trunk is provided with the following standard features, which can be deleted at the Customer's option:

Touch Tone  
Hunting

Flat Rate Business trunk Service is also available with various calling features and options. Customers wishing to purchase calling features might order those desired from 7.0 below. Non-recurring and monthly recurring rates per Business Line apply as follows:

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Order Code</b>	<b>Recurring</b>
Flat Rate Business Trunk Each Line	IFRT	\$50.00	TFC	\$32.00
Each additional line ordered at the same time	IFRTA	\$25.00	TFC	\$32.00

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**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.4.1 Message Rate Trunk Service**

Message Rate Trunk Service provides a customer with the same service capabilities and features as described in 5.4 above with the following difference. Message Rate Trunks are billed at a reduced monthly recurring charge and each outgoing local call is billed at a fixed rate regardless of duration. **A customer may choose either Flat Rate or Message Rate Service but that choice covers all service at a premises with the exception of pay telephones.**

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Order Code</b>	<b>Recurring</b>
Message Rate Business Trunk Each Line	IMRT	\$50.00	TMC	\$10.00
Each additional line ordered at the same time	IMRTA	\$25.00	TMC	\$10.00
Per Call Charge			MSG	\$ 0.06

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**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.5 DID Trunk Service**

DID service is an optional feature which can be purchased in conjunction with Company provided Trunks. DID service transmit the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly too individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Flat Rate Trunks in Section 5.3. One DID additive charge applies for each DID equipped Trunk. The Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group. Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Order Code</b>	<b>Recurring</b>
Establish trunk group and first block of 20 DID numbers	IDID	\$250.00	DID	\$5.00
Each additional block of 20 numbers	IDIDA	\$50.00	DIDA	\$5.00
DID trunk termination (inward/combo)	IDIDTT	\$25.00	DIDTT	\$20.00

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**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.6 1.544 MBPS (DS-1) Service**

1.544 MBPS (DS-1) Service provides a customer with a digital circuit operating at 1.544 MBPS that can be multiplexed into sub-rate channels. 1.544 MBPS (DS-1) Service is provided for connection of compatible Customer provided communications equipment that can be used to transmit and/or receive voice, data and/or video information. Non-recurring and monthly recurring rates per 1.544 MBPS (DS-1) Service apply as follows:

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Order Code</b>	<b>Recurring</b>
per Local Channel (2 required)	IT1	\$200.00	DS1	\$200.00
Transport, 1 <sup>st</sup> mile	IDS1	n/c	D1M	\$100.00
Transport, each addt'l mile		n/c	DAM	\$25.00

**5.7 45MBPS (DS-3) Service**

45MBPS (DS-3) Service provides a customer with a digital circuit operating at 45 MBPS that can be multiplexed into sub-rate channels. 45 MBPS (DS-3) service is provided for connection of compatible customer provided equipment that can be used to transmit and/or receive voice, data and/or video information. Non-recurring and monthly recurring rates per 45 MBPS (DS-3) Service apply as follows:

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Order Code</b>	<b>Recurring</b>
per Local Channel (2 required)	IDS3	\$2,000.00	DS3	\$2,000.00
Transport, 1 <sup>st</sup> mile		n/c	D3M	\$1,000.00
Transport, each additional mile		n/c	DBM	\$250.00

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**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.8 Pay Telephone Line**

A Pay Telephone Line provides a customer with a single, flat rate, voice grade telephone Communications channel that can be used to place or receive one call at a time. These lines are used in conjunction with either company provided or customer provided pay telephone sets that may be coin operated or coinless. Each line is provided with the following standard features that can be deleted at the Customer's option:

- Touch Tone
- 1+ Blocking
- 3<sup>rd</sup> Number Block
- Collect Block
- IDDD Block
- Operator Screening
- 900, 976 Block

Non-recurring and monthly recurring rates per Pay Telephone Line apply as follows:

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Order Code</b>	<b>Recurring</b>
Pay Telephone Line	IPTL	\$50.00	PTL	\$32.00
Each additional Line Ordered at the same time	IPTLA	\$25.00	PTL	\$32.00

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**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.9 E911 Service:**

Allows customers to reach appropriate emergency services including police, fire and medical services. E911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point.

**5.10 Telecommunications Relay Service (TRS):**

Enables deaf, hard-of-hearing or speech impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A customer will be able to access the state provider to complete such calls.

**Recurring**

**TRS**

**\$0.12**

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## SECTION 6 - ENHANCED SERVICE FEATURES

### 6.1 ESF (Enhanced Service Features)

ESF features are available to subscribers of Flat Rate Business Lines, Flat Rate Business Trunks & DID Service. These features are available in packages as described in subsequent sections or on an individual basis as described below.

**Automatic Callback** - allows customer to automatically return the last incoming call (whether the call was answered or missed. If the number being called back is busy Automatic Callback will alert customer with a special ring when the line becomes clear.

**Automatic Recall** - automatically redials the telephone number of the last outgoing call. If the number being called back is busy Automatic Recall will alert customer with a special ring when the line becomes clear.

**Automatic Recall Blocking** - This feature provides blocking of AR activation's towards callers whose calls were identified as "private".

**Bridged Services** - allows up to four lines to share a single Directory Number (DN). Once one of the lines originates a call, another line that is sharing the DN is allowed to bridge onto the call in progress. An incoming call rings all lines. When one line answers ringing stops and only one other line can then bridge onto the call.

**Bulk Calling Line Identification** - provides valuable call-related information on incoming calls. The following information is delivered to the CPE within a half second of when the call arrives:

Calling directory number

Originally called directory number (for interoffice forwarded calls)

Called directory number

Date call was received

Time call was received

Called time status (busy/idle)

Calling line type (individual/group)

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## SECTION 6 - ENHANCED SERVICE FEATURES

### 6.1 ESF (Enhanced Service Features)

**Conference Calling – Six Way** – this feature allows a subscriber to sequentially call up to five other parties and combines them to set up a six-way conference call.

**Call Forwarding Features** – allow subscribers to have all or certain calls automatically redirected from one station to another. Call forwarding features include:

Call forwarding after call waiting

Call forwarding busy line

Call forwarding don't answer

Call forwarding indication to call forwarding number

Call forwarding variable

Remote activation of call forwarding

Remote call forwarding

**Call Waiting** – alerts the subscriber currently on a busy station that an incoming call is waiting on the line.

**Caller ID with Call Waiting** – allows subscribers to receive information about a calling party while off-hook with an existing call. Calling number and/or calling name information is transmitted after the subscriber is alerted to the new call.

**Calling Identity Delivery and Suppression** – allows the calling party to control whether or not the calling DN is revealed to the called party on a per call basis.

**Calling Name Delivery** – provides the calling party's name, date and time of call to the called party. CPE must be provided for this feature.

**Calling Name Delivery During AR/AC Ringing** – this feature is helpful to subscribers who may have initiated multiple callbacks or recalls because it identifies the particular party being recalled or called back.

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## SECTION 6 - ENHANCED SERVICE FEATURES

### 6.1 ESF (Enhanced Service Features)

**Calling Number Delivery** – provides the calling party's DN, date and time of call.

**Calling Number Delivery Blocking** – controls the disclosure of the calling subscriber's DN.

**Code Restriction and Diversion** – can apply to a variety of destination codes: NPA, NXX, a combination of NPA and NXX, toll codes and types of operator assistance. Calls can be diverted to an announcement, operator or tone.

**Customer Originated Trace** – enables the recipient of obscene, harassing or threatening calls to request an automatic trace of the last incoming call. The result is output to an authorized agency such as the telephone company or a law enforcement agency. The subscriber calls the agency after activating the trace to determine if further action is necessary.

**Dual Tone Multifrequency (DTMF) Dialing** – allows the subscriber to send DTMF dialing instruction signals to the central office. Lines so equipped may also send dial pulse (rotary dial) signals.

**ISDN - Digital networking services** that allow subscriber to utilize some Enhanced Service Features. Service is available in Basic Rate Interface (BRI) and primary Rate Interface (PRI) arrangements.

**Outgoing Call Screening** – allows the customer to specify a list of prohibited destinations within the North American Numbering Plan and associated the codes with a subscriber line. The destination codes can be a customer-specified collection of 3, 6, 7, and 10 digit sequences. Calls are blocked in the central office.

**Speed Calling** – allows a subscriber to create a speed calling list of up to either 8 or 30 entries.

**Three-Way Calling** – allows a station in the talking state to add a third party to the call without operator assistance.

**Unidentified Call Rejection** – allows subscribers to reject calls from parties who have a privacy feature that prevents the delivery of their calling party number.

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SECTION 6 - ENHANCED SERVICE FEATURES

6.2 ESF (Enhanced Service Features)

6.2.1 Pricing:

Feature	Order Code	Non-Recurring	Order Code	Recurring	
Automatic Callback	ICF	\$10.00	CFACB	\$4.00	
Automatic Recall	ICF	\$10.00	CFARC	\$2.50	
Automatic Recall Blocking	ICF	\$10.00	CFARB	\$2.50	
Basic Rate Interface	IBRI	\$200.00	BRI	\$100.00	N
Bridged Services	IBS	\$100.00	CFBRS	\$10.00	
Bulk Calling Line Information	IBCI	\$50.00	CFBCI	\$5.00	
Conference Calling – Six Way	ICF	\$10.00	CFCC6	\$4.00	
Call Forwarding (any type)	ICF	\$10.00	CFCF	\$2.50	
Call Waiting	ICF	\$10.00	CFWA	\$3.50	
Caller ID with Call Waiting	ICF	\$10.00	CFIPW	\$7.50	
Calling ID Delivery/Suppression	IIDS	\$50.00	CFIDW	\$5.00	
Calling Name Delivery	INAD	\$25.00	CFNAD	\$2.50	
Calling Name Delivery AR/AC	INAA	\$10.00	CFNAA	\$1.00	
Calling Number Delivery	ICND	\$25.00	CFCND	\$2.50	
Calling Number Delivery Block	ICNB	\$50.00	CFCNB	\$5.00	
Code Restriction & Diversion	ICRD	\$5.00	CRD	\$ .50	
Customer Originated Trace (per use)	ICOT	n/c	CFCOT	\$7.50	
Outgoing Call Screening	IOCS	\$5.00	COCS	\$ .50	
Primary Rate Interface	IPRI	\$625.00	PRI	\$912.00	N
Speed Calling Short List	ICF	\$10.00	CSCS	\$1.00	
Speed Calling Long List	ICF	\$10.00	CSCL	\$2.50	
Three-Way Calling	ICF	\$10.00	CF3WC	\$2.50	
Unidentified Call Rejection	ICF	\$10.00	CFACR	\$3.00	

6.2.2 Packaged Enhanced Service Features

Custom designed packages of ESF will be priced on an individual case basis. See section 9.6 if this price list.

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SECTION 7 - DIRECTORY LISTINGS

7.1 Directory Listings

For each Customer of Company provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Recurring</b>	
Each Additional Listing	AL1	N/A	\$2.50	I
Non List	NL	N/A	\$2.50	I
Non Publish	NP	N/A	\$2.50	I

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**SECTION 8 - MISCELLANEOUS SERVICES**

**8.1 Main Number Retention**

Prior to the implementation of full number portability, a new Customer, who was formally a customer of another local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company provided Exchange Access Services.

Monthly recurring and non-recurring charges apply per retained number.

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Order Code</b>	<b>Recurring</b>
Per retained number	IMNR	\$20.00	MNR	\$4.00

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## SECTION 8 - MISCELLANEOUS SERVICES

### 8.2 Resold Local Exchange Service

Resold Local Exchange Service is composed of the resale of services provided by other Local Exchange Carriers. The services will be provided on a resold basis where OTC facilities are not available.

Pricing for resold services will be 10% less than the price listed rates of the other Local Exchange Carrier.

OTC reserves the right to determine whether service will be provided on a resold or facilities basis.

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**SECTION 8 - MISCELLANEOUS SERVICES**

**8.3 Operator Services**

**8.3.1 Description**

**Operator Handled Calling Services** are provided to Customers and Users of Company provided Exchange Access Services, and to Customers and Users of exchange access lines.

**8.3.2 Definitions**

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

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

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

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

**Directory Assistance:** Directory Assistance calls are calls to a live or automated operator to obtain a listed telephone number. Up to two numbers will be furnished on each Directory Assistance call.

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SECTION 8 - MISCELLANEOUS SERVICES

8.3.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are set forth below. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified later in this section will apply in addition to any applicable Operator charges. Calls are billed at a flat rate per minute based on the time of day. Calls that cross time periods are billed at the appropriate per minute rate for each time period. In addition to the per minute rate, the appropriate operator assistance rates are applied.

Per Minute Charge	<u>Day</u> \$0.20	<u>Evening</u> \$0.12	<u>Night/Weekend</u> \$0.11
	<u>Automated Operator</u>		<u>Live Operator</u>
Station to Station:			
Calling Card	\$0.75		\$1.10
Collect	N/A		\$1.10
Third Number	N/A		\$1.10
Surcharge	N/A		\$0.60
Person to Person:			
Calling Card	N/A		\$2.98
Collect	N/A		\$2.98
Third Number	N/A		\$2.98
Surcharge	N/A		\$0.60
Directory Assistance	\$0.45/call		

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## SECTION 8 - MISCELLANEOUS SERVICES

### 8.3.4 Busy Line Verify and Line Interrupt Service

#### 8.3.4.A. Description

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

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

#### 8.3.4.B. Regulations

- 1) A charge will apply when:
  - a) The operator verifies that the line is busy with a call in progress.
  - b) The operator verifies that the line is available for incoming calls.
  - c) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- 2) No charge will apply when the calling party advises that the call be to or from an official public emergency agency.
- 3) Busy Line Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- 4) The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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**SECTION 8 - MISCELLANEOUS SERVICES**

**8.3.4 Busy Line Verify and Line Interrupt Service (Continued)**

**8.3.4.3 Rates**

<b>Busy Line Verify Service</b>	<b>\$0.50 (each request)</b>
<b>Busy Line Verify and Busy Line Interrupt Service</b>	<b>\$1.00 (each request)</b>

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**SECTION 8 - MISCELLANEOUS SERVICES**

**8.4 Restoration of Service**

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

Non-Recurring per occasion            \$38.00

**8.5 Special Construction**

**8.5.1 Basis for Charges**

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

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

**8.6 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case by case basis in response to requests from a customer or prospective customer to develop a competitive bid for services offered under this price list, other Company price list's and/or non-price listed products and/or services. Rates quoted in response to such requests may be different than those specified for such services in this price list. ICB rates will be offered to the customer in writing and on a nondiscriminatory basis. Furthermore, all aspects of this price list are subject to the terms set forth in Florida Statutes and in Florida Public Service Commission Rules and Regulations.

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**SECTION 8 - MISCELLANEOUS SERVICES**

**8.7 Service Order Charge**

A service order charge will apply each time that a customer requests new, additional or changed services. No service order charge shall apply for requests to disconnect service or for orders issued at the Company's instigation. Where customer request results in the need to issue multiply service orders, only one service order charge shall apply.

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Recurring</b>
Service Order Charge	SOC	\$25.00	n/c

**8.8 Maintenance Charge**

If Company personal are dispatched on a trouble call (as described in Section 2.1.6.E) and the problem is found to be **not** in equipment or service installed and/or maintained by Orlando Telephone Company or Orlando Business Telephone Systems; then the Customer will be billed for the time spent on the service call.

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Recurring</b>
Maintenance Charge (1 <sup>st</sup> hour)	REP	\$72.00	n/a
Maintenance Charge Each additional 1/4 <sup>th</sup> hour	REPA	\$18.00	n/a

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**SECTION 9 - SWITCHED ACCESS SERVICES**

**9.1 Switched Access Services:**

**R**

Interexchange Carriers wishing to receive toll/800 calls from or terminate toll/800 calls to OTC customers will use Switched Access Service. OTC will provision a sufficient quantity of trunking facilities to insure a minimum P.001 grade of service.

The charges for originating and/or terminating calls in LATA 458, NPA-NXX 407-313, 407-387, 407-994, 407-995, 407-996, 407-997 & 407-998 is \$.04201 per minute of use.

**9.2 Switched Access Trunks:**

**N**

Local Exchange Carriers (LEC) and Interexchange Carriers (IXC) wishing to terminate trunk groups, at the DS-0 level, in the OTC switch for the purpose of terminating calls to OTC customers will be charged a one time set-up fee in addition to the appropriate minutes of use charges.

	<b>Order Code</b>	<b>Non-Recurring</b>	<b>Recurring</b>
First DS-0 on an order	DSOXX	\$1,495.00	n/a
Each additional DS-0 on the same order	DSOAX	\$ 350.00	n/a

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Effective:

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