

**TITLE PAGE**

Florida Price List No. 1

OF

**INTERACTIVE SERVICES NETWORK, INC.**  
**D/B/A ISN TELCOM**

(T)

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Interactive Services Network, Inc., d/b/a ISN Telcom, with principal offices at 4770 Biscayne Boulevard, Suite 880, Miami, Florida 33137. This Price List applies to services provided 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.

(T)

Issued: November 17, 2004

Effective Date: November 18, 2004

By: Jonathan Lieberman, President  
4770 Biscayne Boulevard, Suite 880  
Miami, Florida 33137

FL10404

**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.

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3	2 <sup>nd</sup> Rev.	*	28	1 <sup>st</sup> Rev.		53	1 <sup>st</sup> Rev.	
4	1 <sup>st</sup> Rev.		29	1 <sup>st</sup> Rev.		54	1 <sup>st</sup> Rev.	
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10	1 <sup>st</sup> Rev.		35	1 <sup>st</sup> Rev.		60	1 <sup>st</sup> Rev.	
11	1 <sup>st</sup> Rev.		36	1 <sup>st</sup> Rev.		61	1 <sup>st</sup> Rev.	
12	1 <sup>st</sup> Rev.		37	1 <sup>st</sup> Rev.		61.1	1 <sup>st</sup> Rev.	*
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14	1 <sup>st</sup> Rev.		39	1 <sup>st</sup> Rev.		61.3	1 <sup>st</sup> Rev.	*
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17	1 <sup>st</sup> Rev.		42	1 <sup>st</sup> Rev.		61.6	1 <sup>st</sup> Rev.	*
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19	1 <sup>st</sup> Rev.		44	1 <sup>st</sup> Rev.		63	1 <sup>st</sup> Rev.	
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21	1 <sup>st</sup> Rev.		46	1 <sup>st</sup> Rev.		65	1 <sup>st</sup> Rev.	
22	1 <sup>st</sup> Rev.		47	1 <sup>st</sup> Rev.		66	1 <sup>st</sup> Rev.	
23	1 <sup>st</sup> Rev.		48	1 <sup>st</sup> Rev.		67	1 <sup>st</sup> Rev.	
24	1 <sup>st</sup> Rev.		49	1 <sup>st</sup> Rev.		68	1 <sup>st</sup> Rev.	
25	1 <sup>st</sup> Rev.		50	1 <sup>st</sup> Rev.		69	1 <sup>st</sup> Rev.	
						70	1 <sup>st</sup> Rev.	

\* - indicates those pages included with this filing

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CHECK SHEET, (CONT'D.)

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78	1 <sup>st</sup> Rev.				
79	1 <sup>st</sup> Rev.				
80	1 <sup>st</sup> Rev.				
80.1	Original	*			
80.2	Original	*			
80.3	Original	*			
80.4	Original	*			
81	1 <sup>st</sup> Rev.				
82	1 <sup>st</sup> Rev.				
83	1 <sup>st</sup> Rev.				
84	1 <sup>st</sup> Rev.				
85	1 <sup>st</sup> Rev.				
86	1 <sup>st</sup> Rev.				
87	1 <sup>st</sup> Rev.				
88	Original	*			
89	Original	*			
90	Original	*			
91	Original	*			
92	Original	*			
93	Original	*			

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**SYMBOLS**

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

- (D)** - To signify discontinued rate or regulation.
- (I)** - To signify increased rate.
- (M)** - To signify a move in the location of text.
- (N)** - To signify new rate or regulation.
- (R)** - To signify reduced rate.
- (T)** - To signify a change in text or regulation, but no change in rate or charge.

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**APPLICATION OF PRICE LIST**

This price list sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the State of Florida.

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**PRICE LIST FORMAT**

- 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 4<sup>th</sup> Revised Sheet 14 cancels the 3<sup>rd</sup> 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 pages in effect. Consult the check sheet for 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).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a price list filing is made with the 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 the check sheet 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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**EXCHANGE SERVICE LIST**

Interactive Services Network, d/b/a ISN Telcom, ("ISN") has included all of the exchanges in the BellSouth, GTE and Sprint-Florida (United Telephone and Centel) local exchange territory in Florida as the potential areas where alternative local exchange service is planned.

(T)

**BellSouth exchanges (and corresponding BellSouth rate group number):**

Archer (5)	Fernandina Beach (3)	Lynn Haven (5)
Baldwin (9)	Flagler Beach (3)	Marathon (3)
Bell Glade (3)	Ft. George (9)	Maxville (9)
Big Pine Key (E)	Ft. Lauderdale (12)	Melbourne (7)
Boca Raton (10)	Ft. Pierce (5)	Miami (12)
Boynton Beach (10)	Gainesville (6)	Micanopy (5)
Bronson (E)	Geneva (7)	Middleburg (9)
Brooksville (5)	Graceville (3)	Milton (6)
Bunnell (3)	Green Cove Springs (3)	Munson (6)
Cantonment (6)	Gulf Breeze (6)	Newberry (5)
Cedar Keys (1)	Havana (6)	New Smyrna Beach (4)
Century (6)	Hawthorne (5)	North Dade (12)
Chiefland (3)	Hobe Sound (6)	North Key Largo (3)
Chipley (3)	Holley-Navarre (6)	Oak Hill (4)
Cocoa (7)	Hollywood (12)	Old Town (2)
Cocoa Beach (7)	Homestead (12)	Orange Park (9)
Coral Springs (12)	Islamorada (4)	Orlando (11)
Cross City (2)	Jacksonville (10)	Oviedo (11)
Daytona Beach (6)	Jacksonville Beach (9)	Pace (6)
DeBary (5)	Jay (E)	Pahokee (3)
Deerfield Beach (12)	Jensen Beach (6)	Palatka (4)
Deland (5)	Julington (9)	Palm Coast (3)
DeLeon Springs (4)	Jupiter (9)	Panama City (5)
Delray Beach (8)	Key Largo (4)	Panama City Beach (5)
Dunnellon (6)	Keystone Heights (3)	Pensacola (7)
East Orange (11)	Key West (4)	Perrine (12)
Eau Gallie (7)	Lake City (4)	Pierson (4)

See BellSouth General Subscriber Service Tariff.

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**EXCHANGE SERVICE LIST, (CONT'D.)**

**BellSouth exchanges (and corresponding BellSouth rate group number) - (Cont'd):**

Pomona Park (4)	Sebastian (6)	Vero Beach (5)
Pompano Beach (12)	Stuart (6)	Weekiwachee Springs (5)
Ponte Vedra Beach (9)	Sugarloaf Key (4)	Welaka (4)
Port St. Lucie (6)	Sunny Hills (3)	West Palm Beach (10)
St. Augustine (4)	Titusville (5)	Yankeetown (4)
St. Johns (11)	Trenton (E)	Youngstown-Fountain (5)
Sanford (8)	Vernon (3)	Yulee (9)

**GTE exchanges (and corresponding GTE rate group number)**

Bartow (4)	Mulberry (3)	Tampa - Central Area (5)
Bradenton (4)	Myakka (4)	Tampa - North Area (5)
Clearwater (5)	New Port Richey (3)	Tampa - East Area (5)
Englewood (2)	North Port (3)	Tampa - South Area (5)
Frostproof (1)	Palmetto (3)	Tampa - West Area (5)
Haines City (3)	Plant City (5)	Venice (4)
Hudson (3)	Polk City (3)	Winter Haven (4)
Indian Lake (1)	Sarasota (5)	Zephyrhills (2)
Lakeland (4)	St. Petersburg (5)	
Lake Wales (3)	Tarpon Springs (5)	

**Sprint-Centel exchanges (and corresponding Sprint-Centel rate group number)**

Alford (1)	Glendale (1)	Panacea (6)
Baker (2)	Grand Ridge (2)	Ponce de Leon (2)
Bonifay (1)	Greenville (6)	Reynolds Hill (1)
Cherry Lake (1)	Greenwood (2)	St. Marks (6)
Cottondale (2)	Kingsley Lake (2)	Santa Rosa Beach (4)
Crawfordville (6)	Lawtey (2)	Seagrove Beach (1)
Crestview (2)	Lee (1)	Shalimar (5)
DeFuniak Springs (2)	Madison (1)	Sneeds (2)
Destin (5)	Malone (2)	Sopchoppy (6)
Fort Walton Beach (5)	Marianna (3)	Starke (2)
Freeport (2)	Monticello (6)	Tallahassee (6)
Valparaiso (5)	Westville (1)	

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**EXCHANGE SERVICE LIST, (CONT'D.)**

**Sprint-United exchanges (and corresponding Sprint-United rate group number)**

Apopka (6)	Howey-in-the-Hills (4)	Punta Gorda (3)
Arcadia (1)	Immokalee (1)	Reedy Creek (6)
Astor (4)	Inverness (3)	Saint Cloud (3)
Avon Park (1)	Kenansville (3)	Salt Springs (4)
Belleview (4)	Kissimmee (3)	San Antonio (2)
Beverly Hills (3)	LaBelle (1)	Sanibel-Captiva Islands (5)
Boca Grande (1)	Lady Lake (5)	Sebring (2)
Bonita Springs (5)	Lake Placid (1)	Silver Springs Shores (4)
Bowling Green (1)	Leesburg (4)	Spring Lake (2)
Bushnell (1)	Lehigh Acres (4)	Tavares (4)
Cape Coral (5)	Marco Island (4)	Trilachoochee (2)
Cape Haze (2)	Montverde (6)	Umatilla (4)
Clermont (6)	Moore Haven (1)	Wachula (1)
Clewiston (1)	Mount Dora (4)	West Kissimmee (3)
Crystal River (3)	Naples (4)	Wildwood (1)
Dade City (2)	North Cape Coral (5)	Williston (1)
Eustis (4)	North Fort Myers (5)	Windermere (6)
Everglades (1)	North Naples (4)	Winter Garden (6)
Forest (4)	Ocala (4)	Winter Park (6)
Fort Meade (3)	Ocklawaha (4)	Zolfo Springs (1)
Fort Myers (5)	Okeechobee (1)	
Fort Myers Beach (5)	Orange City (3)	
Groveland (4)	Pine Island (5)	
Homosassa Springs (3)	Port Charlotte (3)	

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this price list, the following definitions will apply:

**Access Services** - The Company's intrastate telephone services offered pursuant to this price list.

**Access Service Request ("ASR")** - The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR 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. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

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

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

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

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

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

**Collocation** - An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

**Company** - Interactive Services Network, Inc., d/b/a ISN Telcom, issuer of this Price List.

(T)

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

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

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

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**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.

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

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**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.

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

**Duplex Service** - Service which provides for simultaneous transmission in both directions.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by BellCore, or its successor.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**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.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

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

**ISN** - Interactive Services Network, Inc., d/b/a ISN Telcom, issuer of this Price List.

(T)

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**Kbps** - Kilobits per second, denotes thousands of bits per second.

**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. Tariff F.C.C. No. 4.

**Local Interconnection Trunking Service** - A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

**Mbps** - Megabits, denotes millions of bits per second.

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

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

**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 ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**NPA** - Numbering plan area or area code.

**Off-Net** - A means for carrying and switching traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to a Customer location. With Off-Net service, the Customer's premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

**On-Net** - A means for carrying and switching local traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer's premises is connected through such facilities directly to switching equipment owned by the Company.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange.

**Point of Presence ("POP")** - Point of Presence.

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

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

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

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

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

**Shared In-Bound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

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

**Tandem** - A class 4 switch facility to which NPA and NXX codes are subtended.

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

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

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**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 2.0 - RULES AND 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 originating from points within the State of Florida, and terminating within a local calling area as defined herein.

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

**2.1.2 Shortage of Equipment or Facilities**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the price list, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) 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.
- (E) This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (Cont'd.)**

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (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 either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability**

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) 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 (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and services;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

**(D) (Cont'd.)**

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) 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.
- (G) Failure by the Company to assert its rights pursuant to one provision of this price list does not preclude the Company from asserting its rights under other provisions.

**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.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

- (A) 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.
- (B) 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.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) 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 through 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; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**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 may apply.

**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 efforts basis at the request of the Customer. Special construction is 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;
- (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.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Ownership of Facilities**

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

**2.2 Prohibited Uses**

**2.2.1** 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.

**2.2.2** 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 the Florida Public Service Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**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 equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 General, (cont'd.)**

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

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**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 telephonic signals, except as otherwise stated in this price list. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.

**2.4.2 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 MPOP.
  
- (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, subject to prior Customer approval of the equipment expense.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.3 Interconnection of Facilities**

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.
- (D) 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.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**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.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Customer Deposits and Advance Payments**

**2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, 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. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Customer Deposits and Advance Payments, (Cont'd.)**

**2.5.2 Deposits**

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) Deposits will accrue interest annually at the rate of 7% per annum. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Service**

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Florida gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

**2.6.2 Billing and Collection of Charges**

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

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.2 Billing and Collection of Charges, (Cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:  
  
Division of Consumer Affairs  
Florida Public Service Commission  
2540 Shumard Oaks Boulevard  
Tallahassee, Florida 32399-0850
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

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

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental 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.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause**

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.
- (I) The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

**2.6.5 Cancellation of Application for Service**

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. 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 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.6 Changes in Service Requested**

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

**2.6.7 Bad Check Charge**

A service charge equal to the greater of \$20.00 will be assessed in accordance with Florida law for all checks returned by a 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 other financial institution.

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.1 General, (cont'd.)**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) 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.

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this price list by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.2 Limitations of Allowances**

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.4 Application of Credits for Interruptions in Service**

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.4 Application of Credits for Interruptions in Service, (cont'd.)**

**(D) Interruptions of 24 Hours or Less**

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

**(E) Interruptions Over 24 Hours and Less Than 72 Hours**

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

**(F) Interruptions Over 72 Hours**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.5 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 or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) 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;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Cancellation For Service Interruption**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

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

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Customer Liability for Unauthorized Use of the Network**

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

**2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this price list, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Use of Customer's Service by Others**

**2.10.1 Resale and Sharing**

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this price list. Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the 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.

**2.10.2 Joint Use Arrangements**

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

**2.11 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 to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Notices and Communications**

- 2.12.2** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3** 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.
- 2.12.4** Except as otherwise stated in this price list, 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.
- 2.12.5** 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.

**2.13 Taxes**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Levels of Service Quality Objectives**

The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services. However, the Company's ability to meet the stated service quality objectives is ultimately subject to the availability of any ILEC network and outside plant facilities and equipment which it utilizes, and the timeliness of the ILEC's response to Company-initiated requests for service installation and repair.

**2.14.1 Limitations**

Service quality objectives for installation, maintenance and repair as described herein apply only to single-line residence and business services.

Emergency conditions under which service quality objectives described in this section may not be met include but are not limited to Acts of God, fires, floods, earthquakes, hurricanes, tornados, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.

Service quality objectives apply to services and equipment provided by the Company only. The Company may be unable to meet these objectives due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.

The Company's liability, where applicable, in the event that it is unable to meet the objectives described herein will be subject to the limitations of liability and credits and allowances for interruptions of service as provided in Section 2 of this Price List.

**2.14.2 Installations**

Where ILEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of single-line residence and business Customer requests for primary service following receipt of application for same when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is five working days.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc.

**3.2 Rate Groups**

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Florida Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to One Source Customers who purchase services under this price list. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in BellSouth Telecommunications, Inc. Florida General Subscriber Service Tariff ("GSST").

<b>Rate Group</b>	<b>Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit</b>
1	up to 2,000
2	2,001 to 7,000
3	7,001 to 22,000
4	22,001 to 55,000
5	55,001 to 120,000
6	120,001 to 195,000
7	195,001 to 280,000
8	280,001 to 375,000
9	375,001 to 450,000
10	450,001 to 550,000
11	550,001 to 700,000
12	700,001 +

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.3 General Services, (Cont'd.)**

**3.3.3 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- (A) Governmental fire fighting, Florida State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- (B) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.
- (C) 911 service will be maintained during temporary disconnection for non-payment of a residential subscribers local service.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.4 Call Timing for Usage Sensitive Services**

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:

- 3.4.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.4.2 Timing on completed calls begins when the call is answered by the called party. 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).
- 3.4.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.4.4 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.
- 3.4.5 All times refer to local time.
- 3.4.6 There shall be no charges for uncompleted calls.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.5 Distance Calculations**

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

**3.5.1** 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 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.

**3.5.2** The airline distance between any two rate centers is determined as follows:

**Step 1:** Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced BellCore document.

**Step 2:** Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

**Step 3:** Square each difference obtained in step (b) above.

**Step 4:** Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

**Step 5:** Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

**Step 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.

**3.5.3** The formula for distance calculations is:

**Formula:**

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

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.6 Rate Periods for Time of Day Sensitive Services**

**3.6.1** For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this price list:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

**3.6.2** Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

**3.6.3** For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.8 Premises Work Charge**

Premises Work Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Premises Work Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Premises Work Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<b>Duration of time, per technician</b>	<b>Business</b>	<b>Residential</b>	<b>(N)</b>
first 15 minutes or fraction thereof	\$28.00	\$40.00	<b>(N)</b>
each additional 15 minute increment	\$ 9.00	\$15.00	<b>(N)</b>

**3.9 Restoration of Service**

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

<b>Per Occasion:</b>	<b>Business</b>	<b>Residential</b>	<b>(N)</b>
first line, per customer request	\$38.00	\$23.00	<b>(N)</b>
additional line each	\$11.00	\$23.00	<b>(N)</b>

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.10 Standard Business Local Exchange Service**

**3.10.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE GROUP	SERVICE TYPE				
	Flat Rate	Multi-Line Business Rate	Message Rate	Optional Calling Plan A*	Optional Calling Plan B**
Group 1	\$16.09	\$18.67	\$13.67	\$69.60	\$45.60
Group 2	\$16.90	\$19.63	\$14.36	\$127.20	\$79.20
Group 3	\$17.79	\$20.67	\$15.12	\$189.60	\$117.60
Group 4	\$18.60	\$21.61	\$15.81	\$244.00	\$145.60
Group 5	\$19.38	\$22.51	\$16.47	\$296.80	\$171.20
Group 6	\$20.23	\$23.50	\$17.20	\$352.00	\$197.60
Group 7	\$20.92	\$24.30	\$17.78	\$406.40	\$224.00
Group 8	\$21.61	\$25.10	\$18.37	\$460.00	\$250.40
Group 9	\$22.26	\$25.86	\$18.92	\$515.20	\$276.80
Group 10	\$22.74	\$26.42	\$19.34	n/a	n/a
Group 11	\$23.23	\$26.99	\$19.74	n/a	n/a
Group 12	\$23.64	\$27.46	\$20.10	n/a	n/a

\* - Optional Calling Plan A includes unlimited Optional Calling Features as defined in this price list.

\*\* - Optional Calling Plan B includes a 30% discount off of all intraLATA toll as defined in this price list.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.10 Standard Business Local Exchange Service, (Cont'd.)**

**3.10.2 Other Monthly Recurring Charges**

**(A) End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

single line business	\$4.35
multiline business	\$7.84

**(B) Hunting (a.k.a. Rotary or Grouping)**

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

RATE GROUP	PER LINE CHARGE	
	Flat Rate	Message Rate
Group 1	\$8.00	\$5.92
Group 2	\$8.00	\$6.18
Group 3	\$8.00	\$6.46
Group 4	\$8.00	\$6.73
Group 5	\$8.00	\$6.97
Group 6	\$8.00	\$7.24
Group 7	\$8.00	\$7.46
Group 8	\$8.00	\$7.68
Group 9	\$8.00	\$8.00
Group 10	\$8.00	\$8.00
Group 11	\$8.00	\$8.00
Group 12	\$8.00	\$8.00

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.10 Standard Business Local Exchange Service, (Cont'd.)**

**3.10.3 Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.10 Standard Business Local Exchange Service, (Cont'd.)**

**Reserved for Future Use**

(T)

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(Material previously found on this page has been moved to Page 88)

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.10 Standard Business Local Exchange Service, (Cont'd.)**

**Reserved for Future Use**

**(T)**

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.11 Residential Local Products**

**Reserved for Future Use**

(T)

(M)

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.11 Residential Local Products, (Cont'd.)**

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**(T)**

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.11 Residential Local Products, (Cont'd.)**

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.11 Residential Local Products, (Cont'd.)**

**Reserved for Future Use**

**(T)**

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.12 Optional Calling Features**

(T)

The features listed this section are offered by the Company to Residential and Business Customers. Service availability may vary between On-Net and Off-Net Customers. Refer to Price Lists in Sections 4 of this price list for specific features offered with each type of local exchange service.

**3.12.1 Call Management Services**

(T)

- A. **Call Waiting - Basic** - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- B. **Three Way Calling** - Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
- C. **Repeat Dialing** - Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing: Calls to 800 or 900 Service numbers; Calls preceded by an interexchange carrier access code; International Direct Distance Dialed calls; Calls to Directory Assistance; Calls to 911
- D. **Speed Calling** - Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.12 Optional Calling Features, (Cont'd.)**

(T)

**3.12.2 Call Forwarding Services**

(T)

- (A) **Call Forwarding Variable** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (B) **Call Forwarding Variable, Remote Access** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (C) **Call Forwarding Don't Answer, Basic** - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (D) **Call Forwarding Don't Answer w/ Ring Control** - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.12 Optional Calling Features, (Cont'd.)**

(T)

**3.12.2 Call Forwarding Services, (cont'd.)**

(T)

- (E) **Call Forwarding Don't Answer w/ Customer Control** - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (F) **Call Forwarding Busy Line, Basic** - Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (G) **Call Forwarding Busy Line w/ Customer Control** - Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (H) **Preferred Call Forwarding** - Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.12 Optional Calling Features, (Cont'd.)**

(T)

**3.12.3 Caller ID Services**

(T)

- (A) **Caller ID - Basic** - Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
  
- (B) **Caller ID - Deluxe** - Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.12 Optional Calling Features, (Cont'd.)**

(T)

**3.12.4 Additional Features**

(T)

- (A) **Anonymous Call Rejection** - Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- (B) **Call Block** - Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (C) **Call Return** - allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- (D) **Call Selector** - Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (E) **Call Tracing** - Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.12 Optional Calling Features, (Cont'd.)**

(T)

**3.12.4 Additional Features, (Cont'd.)**

(T)

- (F) **Selective Ringing Service:** Allows the customer to assign different ring cadences for calls from within the customer group to distinguish them from those from outside the group.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.12 Optional Calling Features, (Cont'd.)**

(T)

**3.12.5 Rates**

(T)

<b>Optional Calling Feature</b>	<b>Business</b>	<b>Residence</b>
Call Waiting	\$5.60	\$4.12
Three-way Calling	\$4.40	\$4.00
Repeat Dialing	\$4.80	\$3.20
Speed Calling (8 codes) per line	\$4.00	\$3.20
Speed Calling (30 codes) per line	\$4.40	\$3.60
Call Forwarding Variable	\$4.00	\$3.20
Remote Access - Call Forwarding Variable	\$8.00	\$4.80
Call Forwarding Don't Answer	\$3.80	\$0.80
Call Forwarding Don't Answer - Ring Control	\$3.80	\$0.80
Call Forward Don't Answer - Customer Control	\$6.40	\$2.40
Call Forward Busy Line	\$3.80	\$0.80
Call Forward Busy Line - Customer Control	\$6.40	\$2.40
Preferred Call Forwarding	\$4.80	\$3.20
Caller ID - Basic	\$8.80	\$5.60
Caller ID - Deluxe	\$8.80	\$5.60
Anonymous Call Rejection	\$3.20	\$2.40
Call Block	\$4.40	\$3.20
Call Return	\$5.20	\$4.00
Call Selector	\$4.40	\$3.20
Call Trace	\$5.60	\$3.20
Selective Ringing Service	\$10.00	\$4.00

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.12 Optional Calling Features, (Cont'd.)**

(T)

**3.12.6 Features Offered on a Usage Sensitive Basis**

(T)

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

<b>Optional Calling Features</b>	<b>Residence</b>	<b>Business</b>
Three-Way Calling	\$0.72	\$0.72
Call Return	\$0.72	\$0.72
Repeat Dialing	\$0.72	\$0.72
Calling Number Delivery Blocking, Per Call	No Charge	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.13 Extended Area Dialing Plans**

(T)

Extended Area Dialing Plans allow Customers to extend their basic exchange service to include adjacent exchanges within a certain mile radius to be included on a calling plan.

- (A) Extended Calling Service (ECS) provides usage based pricing for Customer dialed or operator assisted calls to selected exchanges within the Customer's LATA. Residential Customers are billed a message charge. Business Customers are billed a per minute charge. Residential Customers are billed \$0.2375 per message. Business Customers are billed \$0.0950 for the first minute or fraction thereof and \$0.0570 for each additional minute or fraction thereof. Specific available routes are found in BellSouth's General Subscriber Service Tariff Section A3. ISN will offer these services at a 5% discount off of the rates provided in the BellSouth General Subscriber Service Tariff.
  
- (B) Optional Extended Local Calling (OELC) permits exchange Customers to place and receive unlimited toll-free calls to and from the selected exchange which is outside the Customer's normal local calling area for a flat monthly rate in addition to the applicable monthly local exchange rate. Customers who subscribe to OELC are entitled to one listing in the selected exchange directory at no charge. The directory listing will contain sufficient wording in each exchange's directory to advise callers that the OELC Customer can be called toll-free. Specific available routes and calling plan rates are found in BellSouth's General Subscriber Service Tariff Section A3. ISN will offer these services at a 5% discount off of the rates provided in the BellSouth General Subscriber Service Tariff.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.14 Directory Listings**

(T)

**3.14.1 General**

(T)

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.14 Directory Listings, (Cont'd.)**

(T)

**3.14.2 Composition of Listings**

(T)

**(A) Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this price list. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.14 Directory Listings, (Cont'd.)**

(T)

**3.14.2 Composition of Listings, (Cont'd.)**

(T)

**(B) Address**

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

**(C) Telephone Number**

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.14 Directory Listings, (Cont'd.)**

(T)

**3.14.3 Types of Listings**

(T)

**(A) Standard Listing**

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in this price list.

**(B) Indented Listing**

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD  
Office 125 Portland 555-4180  
Residence 9 Glenway 555-8345

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.14 Directory Listings, (Cont'd.)**

(T)

**3.14.3 Types of Listings, (Cont'd.)**

(T)

**(C) Alternate Telephone Number Listing and Night Listing**

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

- If no answer call (telephone number)
- Night calls (telephone number)
- Night calls after \_\_ PM (telephone number)
- Nights, Sundays and holidays (telephone number)
- 5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays (telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

**(D) Duplicate Listing**

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

**(E) Reference Listing**

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

**(F) Cross Reference Listing**

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.14 Directory Listings, (Cont'd.)**

(T)

**3.14.4 Free Listings**

(T)

The following listings are provided at no additional charge to the Customer:

one listing for each individual line service, auxiliary line or PBX system.

**3.14.5 Rates for Additional Listings - Business Customers**

(T)

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in this price list.

Type of Listing	Residential Charge	Business Charge
Additional Listing	\$1.20	\$1.20

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.15 Non-Published Service**

(T)

**3.15.1 General**

(T)

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

**3.15.2 Regulations**

(T)

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**3.15.3 Rates and Charges**

(T)

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

**Non-published service charge, per month:**

Business	\$1.45
Residential	\$1.15

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

(T)

**3.16 Non-Listed Service**

(T)

**3.16.1 General**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

**3.16.2 Regulations**

(T)

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

**3.16.3 Rates and Charges**

(T)

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

**Non-listed service charge, per month:**

Business	\$0.70
Residential	\$0.25

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.17 Directory Assistance Services**

(T)

**3.17.1 Directory Assistance**

(T)

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line. Rates and charges for intraLATA and interLATA Directory Assistance service are provided in Interactive Services Network, Inc.'s Florida Tariff No. 1.

Each Local Directory Assistance Call \$0.25

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.18 Operator Services**

(T)

Operator Services will be furnished by ISN's underlying carrier.

**3.19 IntraLATA Long Distance Services**

(T)

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its Florida Tariff No. 1. Service is available for use by Customers twenty-four (24) hours a day. ISN Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. ISN Long Distance Service is offered for both interLATA and interLATA calling. Customers must arrange for intraLATA and interLATA service from the interexchange carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls and interLATA calls.

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.20 Residential Value Plan**

Residential Value Plan provides a residential Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Residential Value Plan lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Residential Value Plan are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Residential Value Plan provides 100 minutes of domestic long distance usage per month. All other domestic long distance usage will be billed at per-minute rates, as found in the ISN Telcom long distance Tariff No. 1.

Residential Value Plan includes unlimited local exchange and intraLATA calling per month. Voicemail is available for an additional monthly fee.

Monthly Rates	Value Plan
Plan Rate	\$25.00
Features	See Section 3.12
Voicemail	\$4.95

(N)

(N)

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.21 Residential Complete Feature Plan**

(N)

Residential Complete Feature Plan provides a residential Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Residential Complete Feature Plan lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Residential Complete Feature Plan are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Residential Complete Feature Plan provides 100 minutes of domestic long distance usage per month. All other domestic long distance usage will be billed at per-minute rates, as found in the ISN Telcom long distance Tariff No. 1.

Complete Plan includes a choice of 10 calling features as found in Section 3.11 and unlimited local exchange and intraLATA calling per month. Voicemail is available for an additional monthly fee.

Monthly Rates	Complete Plan
Plan Rate	\$30.00
Features	See Section 3.12
Voicemail	\$4.95

(N)

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**SECTION 3.0 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**3.23 Business Complete Plan**

Business Complete Plan provides a residential Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Business Value Plan lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Business Complete Plan are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Business Complete Plan provides 500 minutes of domestic long distance usage per month. All other domestic long distance usage will be billed at per-minute rates, as found in the ISN Telcom long distance Tariff No. 1.

Business Complete Plan includes a choice of 10 calling features as found in Section 3.11 and unlimited local exchange and intraLATA calling per month. Hunting rollover is also included at no additional charge. Voicemail is available for an additional monthly fee.

Monthly Rates	Complete Plan
Plan Rate	\$40.00
Features	See Section 3.12
Voicemail	\$9.95

(N)

(N)

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**SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES**

**4.1 Miscellaneous Services**

**4.1.1 Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified 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 Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

**4.1.2 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**4.1.3 Vanity Number Service**

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

**4.1.4 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

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**SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**4.2 Carrier Presubscription**

**4.2.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**4.2.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**4.2 Carrier Presubscription, (Cont'd.)**

**4.2.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

**4.2.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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**SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**4.2 Carrier Presubscription, (Cont'd.)**

**4.2.5 Presubscription Charges**

**(A) Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**(B) Nonrecurring Charges**

<b>Per business or residence line, trunk, or port</b>	
Initial Line, or Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

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**SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**4.3 Carrier Access Service - General**

ISN will be providing Carrier Access services when the applicable switching equipment is installed for use within Florida. These services will only be provided in specified locations in Florida where the Company will install its own facilities.

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**SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**4.4 Special Arrangements - General**

Special arrangements will be provided to Customers of ISN, if and when such facilities are available. These services will only be provided in specified locations in Florida where the Company will install its own facilities. Pricing for these services will be done on an individual case basis.

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**SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**4.5 Special Promotions**

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular price list offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's price list as an addendum to the Carrier's price lists.

**4.6 Discounts**

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the price list).

**4.7 Telecommunications Relay Service**

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

**4.8 Special Rates For The Handicapped**

**4.8.1 Directory Assistance**

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

**4.8.2 Hearing and Speech Impaired Persons**

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

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**SECTION 5.0 – GRANDFATHERED SERVICES**

**5.1 Business Advantage Local Exchange Service**

(M)

Business Advantage Local Exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis. Not all service plans will be available in all areas.

Recurring charges for Business Advantage Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

There are 4 service options:

**A. Business Advantage Basic**

Advantage Basic Service provides business customers with flat rate per-line service. Customers may opt for free Hunting Rollover or Unlimited intraLATA toll. Features are available at special rates as described below. Voicemail is available for an additional monthly fee. Long distance will be billed at per-minute rates, as found in ISN long distance Tariff No. 1.

Business Advantage Basic is also available bundled with DSL. A separate monthly rate applies to the Business Advantage Basic DSL service bundle.

**B. Business Advantage PLUS**

Advantage PLUS Service provides business customers with flat rate per-line service. This plan includes Hunting Rollover and Unlimited intraLATA toll. Features are available at special rates as described below. Voicemail is available for an additional monthly fee. Long distance will be billed at per-minute rates, as found in ISN long distance Tariff No. 1.

**C. Business Advantage ELITE**

Advantage ELITE Service provides business customers with flat rate per-line service. This plan includes Hunting Rollover, Unlimited intraLATA toll and all available features except voicemail, which is available for an additional monthly fee. This plan includes 500 minutes of domestic long distance usage. Additional long distance will be billed at per-minute rates, as found in ISN long distance Tariff No. 1.

(M)

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**SECTION 5.0 – GRANDFATHERED SERVICES**

**5.1 Business Advantage Local Exchange Service, (Cont'd.)**

**D. Business Gold**

Business Gold Service provides business customers with flat rate per-line service. This plan includes Unlimited intraLATA toll and all available features including voicemail. This plan includes 250 minutes of domestic and/or international long distance usage. Additional long distance will be billed at per-minute rates, as found in ISN long distance Tariff No. 1.

<b>Monthly Rates</b>	<b>Advantage Basic</b>	<b>Advantage Basic with DSL</b>	<b>Advantage PLUS</b>	<b>Advantage ELITE</b>	<b>Business Gold</b>
Plan Rate	\$27.50	\$84.95	\$32.50	\$37.50	\$49.95
First Feature	\$5.00	\$5.00	\$5.00	included	included
Add'l. Features	\$1.00	\$1.00	\$1.00	included	included
Voicemail	\$9.95	\$9.95	\$9.95	\$9.95	\$9.95

(M)

(M)

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**SECTION 5.0 – GRANDFATHERED SERVICES**

**5.2 ISN Basic Service Package**

(M)

ISN Basic Service Package provides a residential Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Service Package lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Basic Service Package are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Long distance usage will be billed at per-minute rates, as found in the ISN long distance Tariff No. 1.

Basic Service Package includes unlimited local exchange and intraLATA calling per month. Voicemail is available for an additional monthly fee.

Digital Subscriber Line (DSL) service may be bundled with Basic Service Package. DSL is available as DSL lite or Standard DSL. DSL lite provides transmission speeds up to 512 kbps. Standard DSL provides transmission speeds up to 1.5 Mbps. Separate rates apply to the Basic Service Package DSL service bundles.

<b>Monthly Rates</b>	<b>Basic Service Package</b>	<b>Basic Service Package w/DSL lite (512 kbps)</b>	<b>Basic Service Package w/DSL 1.5 (1.5 Mbps)</b>
Plan Rate	\$19.95	\$54.95	\$64.95
Features	See Section 3.12	See Section 3.12	See Section 3.12
Voicemail	\$5.95	\$5.95	\$5.95

(M)

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**SECTION 5.0 – GRANDFATHERED SERVICES**

**5.3 ISN Complete Plan**

(M)

ISN Complete Plan provides a residential Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Complete Plan lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Complete Plan are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Long distance usage will be billed at per-minute rates, as found in the ISN long distance Tariff No. 1.

Complete Plan includes a choice of 10 calling features as found in this Section and unlimited local exchange and intraLATA calling per month. Voicemail is available for an additional monthly fee.

<b>Monthly Rates</b>	<b>Complete Plan</b>
Plan Rate	\$23.95
Features	See Section 3.12
Voicemail	\$5.95

(M)

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**SECTION 5.0 – GRANDFATHERED SERVICES**

**5.4 ISN Total USA Package**

(M)

ISN Total USA Package provides a residential Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Total USA Package lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Total USA Package are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Total USA Package includes a choice of 10 calling features as found in this and unlimited local exchange, intraLATA, and domestic long distance calling per month. Voicemail is available for no additional fee.

<b>Monthly Rates</b>	<b>Total USA Package</b>
Plan Rate	\$47.95
Features	See Section 3.12
Voicemail	\$5.95

(M)

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**SECTION 5.0 – GRANDFATHERED SERVICES**

**5.5 Residential Elite Gold**

(M)

Residential Elite Gold provides a residential Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Residential Elite Gold lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Residential Elite Gold are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Residential Elite Gold includes a choice of 10 calling features as found in this Section and unlimited local exchange, intraLATA, calling per month. 500 minutes of Domestic and/or International long distance are included in this plan. Voicemail is available for no additional fee.

<b>Monthly Rates</b>	<b>Elite Gold</b>
Plan Rate	\$49.95
Features	See Section 3.12
Voicemail	\$5.95

(M)

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