

**PRICE LIST NO. 2**  
**Local Service Price List**  
**for**  
**Access One, Inc.**

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Access One, Inc., with its principal offices at 820 West Jackson Blvd., 6<sup>th</sup> Floor, Chicago, Illinois 60607. 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.

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Issued: August 14, 2006

Effective: August 15, 2006

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President  
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## CHECK SHEET

The Title Page and pages listed below of this Price List are effective as of the date shown. Revised sheets contain all changes from the original Price List that are in effect as of the date indicated.

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**SECTION 1 -APPLICATION OF PRICE LIST****PRICE LIST FORMAT**

- A. Page Numbering -Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Price List. When a new page is added between those already in effect, a letter is added. For example, a new page added between page 15 and page 16 would be page 15a.
- B. Page Revision Numbers -Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Public Service Commission. For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence -Each level of paragraph numbering herein is subservient to its next higher level as shown:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
  - 2.1.1.1.1
- D. Check Sheets – When a Price List filing is made with the Public Service Commission, a 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 (\*).

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

EXPLANATION OF SYMBOLS

When changes are made in any Price List sheet, a revised sheet will be issued canceling the Price List sheet affected. Changes will be identified on the revised sheet( s) through the use of the following symbols:

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

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.1 APPLICATION OF PRICE LIST

This Price List sets forth service offerings, rates, charges, terms conditions and other related provisions applicable to the furnishing of or resale of competitive intrastate end user communications services by Access One, Inc. to Customers within Florida.

All services for all Customers contained in this Price List, Florida Price List No. 2, are competitive services. This Price List applies to business end users only.

1.1.1 Service Territory

Service Areas -The Company's exchange areas, rate groups, and local calling areas are identical to those defined in the tariffs of Bell Atlantic -Washington D. C., Inc. and other Incumbent Local Exchange Carriers (ILECs) that serve the same exchange areas as the Company. Where facilities are available, the Company shall provide service in the exchange areas served by those ILECs that operate within the Company's service areas as reflected herein.

1.1.2 Availability

Service is available where facilities permit.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS

**ANALOG**

Analog technology refers to electronic transmission accomplished by adding signals of varying frequency or amplitude to carrier waves of a given frequency of alternating electromagnetic current. Broadcast and phone transmission have conventionally used analog technology.

**APARTMENTS**

A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

**ASCII**

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

**ASYNCHRONOUS**

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

**ATTENDANT**

An operator of a PBX console or telephone switchboard.

**AUTHORIZED USER**

A person, firm, corporation, or any other entity that either is authorized by the Customer to use the services that the Customer purchases from the Company or is placed in a position by the Customer, either through acts or omissions, to use the services that the Customer purchases from the Company.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

**AUTOMATIC LOCATION IDENTIFICATION (" ALI")**

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

**AUTOMATIC NUMBER IDENTIFICATION (" ANI")**

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

**BILLING PERIOD**

A telephone service consumption period that typically lasts one month.

**BIT**

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

**BUILDING**

A structure enclosed within exterior walls or firewalls, built, erected and framed of component structural parts and designed for permanent occupancy.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

**BUSINESS SERVICE**

A switched network service that provides for dial station communications that is described as a business or commercial rate.

**CALL INITIATION**

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

**CALL TERMINATION**

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

**CENTRAL OFFICE**

An operating office of the Company where connections are made between telephone exchange lines.

**CENTRAL OFFICE LINE**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL**

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

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

CHANNEL CONVERSION

The termination of 1.544 Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COMMISSION

Public Service Commission.

COMMUNICATIONS SERVICES

The intrastate end user communication services offered in this Price List by the Company.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

**COMPANY**

The issuer of this Price List, Access One, Inc. (also identified as "Access One" or "the Company"), as well as its successors and assigns.

**COMPANY FACILITIES**

Equipment, cabling, and/ or connections owned, leased or otherwise used by the Company or by the Company's agents to provide service to the Customer pursuant to this Price List.

**CUSTOMER**

The person, firm, corporation, or other entity which orders service pursuant to this Price List and utilizes service provided under Price List by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Price List.

**CUSTOMER PREMISES EQUIPMENT**

Telecommunications gear and associated arrangements that the Customer purchases or leases from its suppliers, connects to Company Facilities as defined above and maintains.

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SECTION 1 - APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

DEMARCATIION POINT

The physical dividing point between the Company Facilities and the Customer's Premises Equipment and/or cabling.

DIGITAL

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

DIRECT INWARD DIAL (" DID")

A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

DIRECT OUTWARD DIAL (" DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DISCONTINUANCE OF SERVICE

The temporary cessation of telephone service caused by the Company and not voluntary requested by a Customer.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

A unit established by a utility for communication service in a specific geographic area, which unit usually embraces a city, town or community and its environs. It usually consists of one or more central offices together with the associated plant used in furnishing communication service to the general public within that area.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

FINAL ACCOUNT

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

GROUND START

Describes the signaling method between the PBX/ key system interface and the Company's switch. It is the signal requesting service.

INCOMING SERVICE GROUP

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE

The segment of a line which extends between the central offices serving the originating and terminating points.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

**INTERRUPTION**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**JOINT USER**

As used in connection with Telephone Exchange Service, denotes an arrangement whereby an additional person or firm is permitted to use the business telephone exchange service of an existing Customer.

As used in connection with Telecommunications Channel Service, denotes a person who is designated by the Customer as a user of channel services of the Customer and to whom a portion of the charge for the service will be billed under a Joint User Arrangement as specified in this Price List.

**KILOBIT**

One thousand bits.

**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 FCC No. 4.

**LEASED CHANNEL**

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LOCAL CALL

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING

A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL EXCHANGE AREA

The specific area served by, or purported to be served by an exchange.

LOCAL EXCHANGE CARRIER

A company authorized to provide local exchange communications service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

LOOP START

Describes the signaling between the terminal equipment or PBX/ key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MATR

Minimum Average Time Requirement.

MEASURED RATE SERVICE

A type of exchange service provided with additional charges for local calling based on usage on the local network. Charges for local usage are calculated on time of day, calendar day, distance of call and duration of call.

MEGABIT

One million bits.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

MULTI-FREQUENCY ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

N/ A

Represents "Not Applicable."

N/ C

Represents "No Charge."

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e. g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

**PBX**

A private branch exchange.

**RATE CENTER**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**RECURRING RATES AND CHARGES**

The rates and charges that, unless otherwise stated herein, apply each month for services that the Company provides to the Customer. Such rates and charges shall continue to apply for each month that the Customer continues to obtain service( s) from the Company.

**REFERRAL PERIOD**

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

**REMOVAL OF ACCOUNT**

A permanent cessation of telephone service caused by the Company and not voluntarily requested by a Customer.

**RESALE OF SERVICE**

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without 'adding value') for profit.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

**SAME PREMISES**

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

**SERVICE COMMENCEMENT DATE**

The first day following the date on which the Company makes the requested service available for the Customer's use, unless extended by the Customer's refusal to accept the service which may occur if such service is not in conformance with the standards set forth in the Customer's original Service Order or in 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 of the Customer for the Company's service( s). The Service Order must be executed by the Customer in a 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.

**SERVING CENTRAL OFFICE**

The central office from which local service is furnished.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

**SHARING**

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

**STATION**

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

**SUSPENSION**

Suspension of service for nonpayment is interruption of incoming and outgoing service. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

**SYNCHRONOUS**

Transmission in which there is a constant time interval between bits, characters or events.

**T-1 SYSTEM**

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/ data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

**TELEPHONE CALL**

A voice connection between two or more telephone stations through the public switched exchange system.

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SECTION 1 -APPLICATION OF PRICE LIST (CONT'D)

1.2 DEFINITIONS (CONT'D)

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING ("TD")

An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER

A Customer or an Authorized User as defined herein who uses the Company's service(s) provided under this Price List.

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**SECTION 2 -GENERAL RULES AND REGULATIONS****2.1 USE OF FACILITIES AND SERVICE****2.1.1 Obligations of the Company**

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

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

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

To the extent that either the Company or any other provider exercises control over available cable facilities including but not limited to cable pairs, as well as conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make such available items available to the other on terms equivalent to those under which the Company makes similar items under its control available to its Customers. At the reasonable request of either party, the Company and the other provider shall join in the attempt to obtain from the owner and/ or manager of the property access for the other party to serve a person or entity.

The Company undertakes to furnish or resell high-quality competitive intrastate communications services to Customers pursuant to the terms of this Price List in connection with voice, data and other related types of transmissions and/ or services between points within Florida.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.1 Obligations of the Company (Cont'd)**

Customers and Users as defined in Section 1.2 may use services and Company Facilities defined in Section 1.2 as provided under this Price List to obtain access to services offered by other parties. The Company is responsible only for the services and Company Facilities defined in Section 1.2 and has no responsibility whatsoever in providing any other service(s) or arrangement(s). Further, the Company assumes neither the responsibility nor the liability for any service provided by any other party that purchases access to Company Facilities in order to originate or terminate that party's own services, or to communicate with that party's own Customers.

Service is provided on the basis of a minimum period of at least one month, 24-hours per day, and shall continue to be provided until canceled by the Customer, in writing, on not less than thirty (30) days' notice except that the Company reserves the right to limit or to allocate the use of existing or additional Company Facilities when necessary because of lack of such Facilities, or due to some other cause beyond the Company's control.

The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary Company Facilities and is limited to the capacity of such Company Facilities including the facilities and arrangements that the Company may obtain at its sole discretion from other parties to furnish service. Services and Company Facilities shall be provided by the Company using network configurations, arrangements and methods of transmission of the Company's choosing so long as such network configurations, arrangements and methods of transmission comply with applicable laws and appropriate standards.

The Company may reconfigure, reprogram, substitute, rearrange or otherwise change any Company Facilities, whether such Company Facilities are on the Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer without the Customer's knowledge or consent.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.1 Obligations of the Company (Cont'd)**

The Company will use its best efforts to notify the Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to the Customer (except where emergency conditions exist or where such change is required

by a governmental agency or other authority to take place immediately). Except when such change is outside of the Company's control, a Credit for Service Interruption shall apply pursuant to provisions contained herein. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days, unless otherwise specified herein.

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.

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 Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. Nothing in this Price List shall be construed to prohibit the Company from exercising any rights that have accrued prior to the termination of the term of the service order.

Service may be terminated without notice to the Customer if:

- a) the Customer is using the service in violation of this Price List;
- b) the Customer is using the service in violation of the law;
- c) emergency conditions, including but not limited to matters of national security, require such action on the part of the Company; or
- d) the Customer is using the service to commit fraud.

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

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.1 Obligations of the Company (Cont'd)

This Price List shall be interpreted and governed by the laws of Florida without regard for its choice of laws provision.

No party may 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. The Company will take any reasonable and lawful action that it determines to be necessary to protect the property and rights of the Company, Company Facilities and existing and potential Customers of the Company's services.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.1 Obligations of the Company (Cont'd)**

The Company will use its best efforts to accommodate the Customer's request for a specific service-activation date. The Company shall be liable for delays in the activation of Company Facilities or services only to the extent provided in Section 2.1.5.

The Company will make every reasonable effort to ensure proper and necessary maintenance of the Company Facilities that it places on the Customer's premises. The Company is not responsible for the maintenance of any Customer-owned connecting equipment or facilities and therefore, absent extraordinary circumstances that justify such action but even then only with the Customer's approval, will not maintain such Customer-owned equipment or facilities. The Company shall not be responsible for:

- a) the transmission of signals by any Customer-provided equipment or facilities; or
- b) the quality of, or defects in, the transmission of signals by any Customer-provided equipment or facilities; or
- c) the reception of signals by any Customer-provided equipment.

Neither the Customer nor any other party may molest, rearrange, disconnect, remove, attempt to repair, change the operating environment of or otherwise interfere with any of the Company Facilities without the written consent and approval of the Company. The Customer is responsible for ensuring the continued security and stability of the area in which such Company Facilities are placed.

The Company Facilities placed on the Customer's premises for use in connection with the services that the Company provides shall not be used for any purpose other than for providing the authorized services of the Company. The Company reserves the right to discontinue service and remove such Facilities from the Customer's premises if the Customer or others are found to be using the Facilities for any other purpose. The Company reserves the right to pursue any lawful action that it deems necessary to prevent such unauthorized use.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.1 Obligations of the Company (Cont'd)**

The Customer shall be responsible for the payment of service charges as set forth herein for each visit to the Customer's premises by the Company's employees, contractors and/ or agents when a service difficulty or trouble report is found to result from the use of equipment or other arrangements provided by the Customer or any other party other than the Company and its employees, contractors and/ or agents.

The title to all Company Facilities provided in accordance with this Price List remains with the Company, its contractors or agents; therefore, the Customer has no property right to any such facilities.

The Company reserves the right to change telephone numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Whenever possible, the Company will provide at least ninety (90) days written notice of any such change. The Company will provide number portability as required and requested by end user Customers.

**2.1.2 Obligations of the Customer**

The Customer shall be responsible for complying with the terms of this Price List and for the payment of all applicable rates and charges that the Company applies pursuant to this Price List.

The Customer shall also be responsible for the payment to the Company of any costs associated with 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 this Price List or the law; or by fire or theft or other casualty on the Customer premises, unless caused by the gross negligence or willful misconduct of employees or agents of the Company.

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

## 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

## 2.1.2 Obligations of the Customer (Cont'd)

The Customer shall also be responsible for meeting the reasonable needs of the Company, as specified from time to time by the Company, and at no charge to the Company, including but not limited to any needed personnel or other assistance, adequately conditioned, maintained and secure equipment space, wiring up to the Company's equipment or other point of interconnection designated by the Company, grounding arrangements and power to operate Company Facilities and any other 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. The Customer is solely responsible for maintaining all such space, equipment, cabling, power arrangements and any other item that the Customer provides pursuant to this Section.

The Customer shall also be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic and/ or copper cable( s) and associated equipment used to provide communications service( s) to the Customer from the cable building entrance or property line to the location of the equipment space described herein. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of permits and of altering the structure to facilitate installation of the Company Facilities, shall be borne entirely by, and may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to the Company accepting an order for service.

The Customer shall also be responsible for providing a safe place for the Company's employees, contractors and/ or agents to work and for complying with all laws and regulations regarding the working conditions on the premises at which Company employees, contractors and/ or agents shall be installing or maintaining the Company Facilities. If the Customer requires or desires that the Company Facilities be placed and maintained within an area that, in the Company's opinion, is or may be hazardous (e. g., an area in which, in the Company's opinion, injury or damage to the Company's employees, contractors and/ or agents, or to Company Facilities, may result from installation or maintenance by the Company's employees, contractors and/ or agents), the Customer shall be required to install and maintain the Company Facilities within that area.

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

## 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

## 2.1.2 Obligations of the Customer (Cont'd)

The Customer shall also be responsible for identifying, monitoring, removing and disposing of any hazardous material (e. g. friable asbestos) prior to any construction or installation work; demonstrating its compliance 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 in any Customer premises or the rights-of-way for which Customer is responsible in this Price List; and for granting or obtaining of permission for the Company's employees, contractors and/ or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service, removing the Company Facilities.

The Customer shall also be responsible for making the Company Facilities available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which service is interrupted for such purposes.

## 2.1.3 Connecting Equipment and Arrangements

The Customer or an Authorized User may transmit or receive information or signals via the Company Facilities. Such Company Facilities are designed primarily for the transmission of voice communications services, except as otherwise stated in this Price List. The Customer or Authorized User may transmit any form of signal that is compatible with the Company Facilities, however, the Company does not guarantee that its services will be suitable for purposes other than voice communications except as specifically stated in this Price List.

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

## 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

## 2.1.3 Connecting Equipment and Arrangements (Cont'd)

The Customer is responsible for ensuring that Customer-provided equipment and other Customer-provided arrangements connected to Company Facilities are fully compatible with the Company Facilities. The magnitude and character of the voltages and currents impressed on Company Facilities as well as any of the Customer-provided equipment or arrangements may not, by the connection, operation, or maintenance of such Customer-provided equipment or arrangements, be such so as to cause damage to the Company Facilities or to cause injury to the Company's employees, contractors, agents or any other party. Any protective equipment required to prevent such damage or injury shall be provided by the Customer except that the Company may at any time provide such protective equipment at the Customer's expense when the Customer has not provided such protective equipment itself.

Any special interface equipment necessary to achieve compatibility between the Company Facilities and the channels, facilities, equipment or other arrangements of others shall be provided at the Customer's expense.

Company-provided services, as well as Company Facilities, may be connected to the services or facilities of other communications carriers or other entities only when authorized by, and in accordance with, the terms and conditions of this Price List and of the tariffs or contracts of the other communications carriers or other entities.

Company Facilities 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 as well as all other applicable regulations, codes and ordinances.

The Customer and any Authorized User may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Price List and to Company Facilities but only to the extent that the Customer or Authorized User is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.3 Connecting Equipment and Arrangements (Cont'd)**

Upon notification to the Customer and at a reasonable time the Company may perform such tests and inspections as may be necessary to ensure that the Customer is complying with the requirements set forth in this Price List for the installation, operation, and maintenance of Customer-provided facilities, equipment, wiring and other arrangements that connect to Company Facilities.

If the Customer is found to be out of compliance with the protective requirements for Customer-provided equipment or other arrangements, the Company may immediately take such action as it deems necessary to protect the personnel of the Company, its contractors and/ or agents or other persons or entities, as well as its network and the Company Facilities, and shall do so at the Customer's expense. The Company will notify the Customer promptly if there is a need for any corrective action. The Customer must take such corrective action and provide notice to the Company of the completion of all such activities within ten (10) days of receiving the Company's notification to the Customer except that the Customer must immediately remedy any situation that may cause harm to any Customer, to Company Facilities or to any third party, and the Customer in that situation shall provide notice to the Company immediately thereafter. The Company may take whatever additional action available under applicable federal, District or local laws that it deems reasonably necessary, including but not limited to the suspension of service and the notification of authorities, if the Customer does not eliminate any such non-compliant situation.

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

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.4 Claims

With respect to any service or Company Facilities, 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:

- a) any loss, destruction or damage to Company Facilities or any other property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, contractors, agents or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

In any action between the Company and the Customer or User as defined herein to enforce any provision of this Price List, but only to the extent consistent with applicable laws, the Company shall be entitled to recover its reasonable legal fees and other associated litigation costs from the Customer in addition to other relief that the Public Service Commission or a court may award.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.5 Limitations on Liability**

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, earthquakes, fires, floods, tornadoes, explosions or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including, District and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, District or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of Company Facilities, criminal actions taken against the Company; failure or malfunction of equipment or facilities provided by the Customer or third parties; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers Company Facilities or any other arrangements or equipment used for or with the services that the Company offers. The Company will provide credits for interruptions in service to the extent such credits are provided by the underlying carrier.

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

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

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

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.5 Limitations on Liability (Cont'd)

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company Facilities or services, by means of the combination of Company Facilities with Customer-provided facilities or services, by means of Customer-provided facilities or services or by means of Customer's own communications.

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

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.5 Limitations on Liability (Cont'd)

The Company shall not be liable for any claims for loss or damages involving:

- a. Breach in the privacy or security of communications transmitted over Company Facilities;
- b. Any representations made by Company employees, contractors or agents that do not comport, or that are inconsistent, with the provisions of this Price List;
- c. Any act or omission in connection with the provision of 911, E911 or similar services;
- d. Any non-completion of calls due to network busy conditions;
- e. Any calls not actually attempted to be completed during any period that service is not available;
- f. Any actions by authorized governmental agencies or other parties authorized by law to perform wiretaps and surveillance activities;
- g. Injury to property or injury or death to persons, including claims for payments under Worker's Compensation laws or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to Company Facilities;
- h. Libel;
- i. Slander;
- j. Infringement of patent, copyright, trade secrets or trademarks;
- k. Any unlawful or unauthorized use of Company Facilities and services;

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

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.5 Limitations on Liability (Cont'd)

The Company shall not be liable for any claims for loss or damages involving: (Cont'd)

- l. Changes in any of the Company Facilities, or in any of the Company procedures or operations that render any equipment, facilities or services provided by the Customer obsolete or in need of modification;
- m. Any intentional, wrongful act of any Company employee( s), contractor( s) or agent( s) when such act is not within the scope of their responsibilities for the Company and/ or is not authorized by the Company;
- n. Any representations made by Company employees, contractors, or agents, that do not comport, or that are inconsistent with the provisions of this Price List.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.5 Limitations on Liability (Cont'd)**

The Company neither guarantees nor makes any warranty with respect to installations provided by it or its agents for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney's fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

The Company assumes no responsibility for the availability (including timeliness) or performance of any Company Facilities including any cable or satellite systems or related equipment or arrangements under the control of other entities, or for other equipment or arrangements provided by other entities and used in serving the Customer, even if the Company has acted as the Customer's agent in arranging for such equipment, arrangements or services unless these services are directly related to the Company's provision of service. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

When a dispute between a Customer and the Company cannot be resolved between the parties, after the complaint has proceeded through the Company's resolution process, the Company shall refer the complainant to the Commission's office of Consumer Services.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.5 Limitations on Liability (Cont'd)**

The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.

With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected calls were made.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.

The Company will make reasonable efforts to cure any material failure to provide service caused solely by year 2000 defects in the Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control, including, but not limited to, failures caused by: 1) the Customer; 2) other telecommunications providers; or 3) customer premises equipment. In addition, the Company does not ensure compatibility between the Company and non-Telephone Company services used by the Customer.

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

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.6 Directory Errors and Omissions

The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange services or Mobile Telephone Service affected during the period covered by the directory in which the error or omission occurs.

In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listing or listings involved during the period covered by the directory in which the error or omission occurs.

2.1.7 Liability for Credit Card Fraud

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card, provided: (1) the Credit Card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

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

- B) The Customer must give the Company notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a verbal or written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

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

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.8 Liability for Calling Card Fraud

- A) The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- B) The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Price List. The Customer must pay the regular tariffed rate for the service to which it subscribes for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

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

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

2.3 PROMOTIONAL OFFERINGS

2.3.1 Promotional Offerings

The Company may, from time to time, offer services at special promotional rates and/ or terms. These Promotional Offerings may be limited to certain dates, times, and/ or locations. The Company shall notify the Commission ten (10) days in advance of any such Customer promotional offering.

Each Promotional Offering will be limited to a maximum promotional period of up to six (6) months.

2.3.2 Individual Case Basis (ICB) Arrangements

Services and arrangements shall occasionally be developed on an individual case basis in response to requests of the Customer for unique services or arrangements or for unique or specially-bid pricing. Rates and charges associated with such services or arrangements may differ from those contained for the basic services and arrangements identified in this Price List. All such rates and charges shall be offered to the Customer in writing on a nondiscriminatory basis.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.4 PAYMENT FOR SERVICE RENDERED****2.4.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

The Customer is responsible for the payment of all rates and charges for services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons or entities. Further, the Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, District and federal taxes (however designated), charges, fees (including franchise and right-of-way fees), and surcharges however designated, imposed on or based upon the provision, sale or use of such Company Facilities and/ or services, with the exception of taxes on the Company's net income. Fees, charges and taxes imposed by a city, county or other political subdivision will be collected only from those Customers receiving services within the boundaries of that city, county or other political subdivision.

The Customer will be responsible for all Telecommunication Relay Service (TRS) surcharges at the applicable rate set forth by the Public Service Commission.

When, at the Customer's request, installation and/ or maintenance is performed by the Company's employees, contractors and/ or agents outside the Company's regular business hours, the Customer shall pay the premium rates and charges that are based on the additional cost to the Company for such items as out-of-hours labor and materials (including out-of-hours delivery), and any other costs incurred by or charged to the Company in meeting the Customer's out-of-hours request(s). Such additional costs shall also apply when an installation is started during the Company's regular business hours but, at the Customer's request, extends beyond the Company's regular business hours or into time periods including, but not limited to, weekends, holidays, and/ or night hours.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)****2.4.1 Responsibility for All Charges (Cont'd)**

For the purpose of this Price List, the electronic transmission of an invoice or the Posting of amounts due to the Company from the Customer on a secure Web Site or other secure electronic communication medium shall, when available and when agreed to by the Customer in lieu of traditional mail, be considered the same as the mailing of an invoice by the Company to the Customer via the U. S. Postal Service.

Nonrecurring charges are due and payable to the Company within thirty (30) days after the date that the invoice is received by the Customer. Bills rendered via first class mail shall be assumed to have been received by the Customer three (3) business days following the post mark on the bill or, at the Customer's election when such option is available, when the invoice is posted or transmitted electronically.

The Company shall, on a monthly basis, present invoices to the Customer for all other amounts due including Recurring Rates and Charges, in advance of the month in which the service is provided, and all such amounts shall be due and payable within thirty (30) days after the invoice is received by the Customer. Bills rendered via first class mail shall be assumed to have been received by the Customer three (3) business days following the post mark on the bill or, at the Customer's election when such option is available, when the invoice is posted or transmitted electronically.

When service does not begin on the first day of the monthly bill period, or end on the last day of the monthly bill period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis based on the number of days during that partial month in which the service is provided. For this purpose, every month is considered to have thirty (30) days.

Billing of the Customer by the Company will begin on the Service Commencement Date as defined herein. The Service Commencement Date may be extended by mutual agreement of the parties, or if the service does not conform to standards set forth in the Customer's original Service Order or in this Price List, the Service Commencement Date is the date of the Customer's acceptance. Billing accrues through and includes the day that the service(s), circuit(s), arrangement(s) or component(s) is (are) discontinued.

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

## 2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)

## 2.4.2 Advance Payments

To safeguard its interests, the Company may require the Customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case basis and will conform to the applicable commission regulations.

## 2.4.3 Security Deposits

Before the service or facility is furnished to a Business Customer whose credit has not been duly established under Company policies, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The amount of deposit generally shall not exceed the amount of charges for services which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not adequate, the Company may require an adjustment of the deposit.

Deposits, with accumulated interest, are refunded by check as soon as a reliable payment pattern has developed. A reliable payment pattern is indicated by the absence of collection problems, such as overdue notices or interruption for nonpayment, for a period of nine (9) months. When the service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the Customer. Simple interest at the rate of 5.50% per annum will be paid for the period during which the deposit is held by the Company.

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

2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.4.3 Security Deposits (Cont'd)

Upon request of a deposit, the Company representative will provide detailed information concerning the Company's deposit policy, including a full and complete description of the Customer's rights including the Customer's right to contact the Public Service Commission in the event of a disagreement.

The fact that a deposit is held by the Company shall in no way relieve the applicant or Customer from compliance with the Company's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)****2.4.4 Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, bankruptcy, receivership, abandonment of service by a business Customer, not covered adequately by a security deposit, the Company may, by giving written notice ten (10) days in advance to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or required alteration of the service to be provided by any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. At least two (2) attempts shall be made to contact the Customer prior to termination for nonpayment. The Company shall restore service within twenty-four (24) hours of cure of the cause for termination.

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

2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.4.4 Discontinuance of Service (Cont'd)

- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without prior notice and/ or seek legal recourse to recover all costs involved in enforcement of this provision. The Company shall notify the Customer of the reason for suspension, however.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.4.4 A, or 2.4.4 B, the Company, in addition to all other remedies, at law or in equity, that may be available to the Company or under any provision of this Price List, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- H. Upon failure of the customer to pay an increased security deposit when warranted by the Company to protect is revenues.
- I. Except as prohibited by District or federal law, the Company may refuse to connect or may disconnect service for a former customer unless the customer has paid or made satisfactory arrangements to pay any outstanding bills, or undisputed portion of a disputed bill, for prior service.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)****2.4.4 Discontinuance of Service (Cont'd)**

- J. The Company may discontinue the furnishing of any and/ or all services(s) to a Customer, without incurring any liability.
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agent, facilities or services. The Company may discontinue service pursuant to this sub-section if:
- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);
  - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s);
  - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service( s) in accordance with Section 2.4.4 A above;
  - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other communications services to which the Customer either subscribes or had subscribed or used;
  - (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service;  
or

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

2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.4.4 Discontinuance of Service (Cont'd)

(f) The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tariffed charge for the service by:

- (1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Price List;
- (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- (3) Any other fraudulent means or devices.

2. Ten (10) days after receipt of written notice by the Customer, after failure of the Customer to comply with a request by the Company for security for the payment of service in accordance with Section 2.4.4 A, above; or

3. Ten (10) days after receipt by the Customer of written notice of noncompliance with any provision of this Price List if the noncompliance is not corrected within that ten (10) day period pursuant to the Commission Rules. The discontinuance of service( s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service( s) furnished up to the time of discontinuance.

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

## 2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)

## 2.4.5 Evaluation of Credit

The Company may require an applicant or a Customer to make a suitable cash deposit to be held by the Company as a guarantee of the payment of charges for service. Deposits are requested when evaluation of credit information supplied by the Customer establishes that the Customer is a poor credit risk or unknown credit risk. Risk is evidenced by such occurrences as the Customer's service being interrupted for nonpayment, by tendering to the Company negotiable instruments that become dishonored, by establishing a record of delinquency in the payment for services rendered, either currently or previously, by applying for service with no demonstrable source of income, or by applying for service, having not discharged by agreement or payment any prior indebtedness for telephone service. In the case of new business Customers, the decision to require a deposit is based on the applicant's prior payment habits for telephone service. Established Customers are required to post a deposit as a condition of continuing service, or reestablishing service which has been interrupted for nonpayment, where the Customer's payment or usage habits indicate a substantial risk of revenue loss.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)****2.4.6 Cancellation of Application for Service**

Applications for service may be canceled by the Customer upon five (5) days prior notice. Where the Customer cancels 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:

- a) Where, prior to the Company's receipt and acceptance of the Customer's cancellation notice, the Company incurs any costs or expenses in securing appropriate approvals (such as permits) or in preparing to install the service including but not limited to the payment by the Company of nonrecurring and recurring fees to the Company's contractors, agents or other providers, or in procuring and/ or installing the service and/ or Company Facilities, or where the Company incurs any costs or expenses in connection with the termination of an agreement with any of its suppliers or other parties when such fees and/ or costs are the result of the Customer's request, a charge equal to the costs that the Company incurred, less net salvage if any, shall apply. In no case shall this charge exceed the sum of the rates and charges for the minimum period of services ordered including installation charges as well as special construction charges and all rates and charges that others levy against the Company when such amounts would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

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

## 2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)

## 2.4.6 Cancellation of Application for Service (Cont'd)

In addition, when the Company incurs any costs or expenses in connection with special construction, or where any activities associated with special arrangements or Company Facilities have begun, a charge equal to the costs and expenses that the Company incurred as a result of the Customer's order, less net salvage, shall apply. In such cases, the charge will be based on the cost of the Company Facilities and shall also include but not be limited to the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, fees paid by the Company or by other parties on the Company's behalf to contractors or agents of the Company, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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

2.4 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.4.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the rates and charges that will be applied to the Customer shall be adjusted accordingly.

2.4.8 Return Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge.

Return Check Charge:                      \$ 5.64

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

2.5 ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

Premises Visit charges will apply separately per Customer request for trouble isolation to the end users' side of the demarcation point. Any additional costs involved in complying with Customer requests will be billed to the Customer and the Customer will be required to pay such cost.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.6 ADJUSTMENTS AND ALLOWANCES FOR INTERRUPTIONS**

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors.

"Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/ or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Price List. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Price List, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

A pro rata adjustment of the fixed monthly rates involved will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of twenty four (24) hours or more from the time it is reported to, or known to exist, by the Company.

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

2.6 ADJUSTMENTS AND ALLOWANCES FOR INTERRUPTIONS (CONT'D)

2.6.1 Limitation on Allowances

No credit allowance will be made for:

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

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

2.6 ADJUSTMENTS AND ALLOWANCES FOR INTERRUPTIONS (CONT'D)

2.6.2 Cancellation for Service Interruption

Cancellation or termination by the Customer due to a service interruption is permitted only if a circuit experiences, through no fault of the Customer, a single continuous outage of eight (8) hours or more or multiple outages that total at least sixteen (16) hours in a continuous twelve-month period. The right of the Customer to cancel service under this provision applies only to the single circuit which was subject to the outage(s).

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.7 SUSPENSION OR TERMINATION OF SERVICE****2.7.1 Termination For Cause Other Than Nonpayment****a) General**

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

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished; or
2. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur; or
3. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company.

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

2.7 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.7.1 Termination For Cause Other Than Nonpayment (Cont'd)

- b) Prohibited, Unlawful or Improper Use of the Facilities or Service Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
1. The use of facilities or service of the Company without payment of Price List charges;
  2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
  3. The use of profane or obscene language;
  4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
  5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
  6. Permitting fraudulent use.

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

2.7 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.7.1 Termination For Cause Other Than Nonpayment (Cont'd)

c) Abandonment or Unauthorized Use of Facilities

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

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.7 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)****2.7.1 Termination For Cause Other Than Nonpayment (Cont'd)****d) Change in the Company's Ability to Secure Access**

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

Upon violation by the Customer of any of the terms or conditions of this Price List, the Company may discontinue or suspend service without incurring any liability.

**2.7.2 Emergency Termination of Service**

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

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

Upon the Customer's failure to establish credit for new or additional service, the Company, by notice to the Customer, may deny or discontinue service without liability.

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

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

2.7 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.7.2 Emergency Termination of Service (Cont'd)

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

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

2.7 SUSPENSION OR TERMINATION OF SERVICE (CONT'D)

2.7.3 Prohibited Uses

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.

The Company may require applicants for service who intend to use the Company's offerings for resale to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Public Service Commission regulations, policies, orders, and decisions.

The Company may require a Customer to immediately discontinue its transmission of signals if said transmission is causing interference or any other type of harm to others.

A Customer, Joint User or Authorized User as defined herein may not assign, or transfer in any manner, the service or any rights associated with the service that the Company provides to it 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 rates and charges owed to the Company. Such a transfer will be treated as a disconnection of existing service and installation of new service, and new service nonrecurring installation charges as stated in this Price List will apply.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.8 USE OF THE CUSTOMER'S SERVICE BY OTHERS****a) Resale and Sharing**

Any service provided under this Price List may be resold to or shared with other persons or entities at the option of the Customer, subject to compliance with any applicable laws or Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all services ordered by it or billed to its account (including service( s) billed to the telephone number( s) assigned to the Customer) pursuant to this Price List, for determining who is authorized to use its services and taking appropriate actions to enforce such a determination, and for immediately notifying the Company of any unauthorized use.

**b) Joint Use Arrangements**

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to 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 that designated Customer. That designated Customer retains total responsibility for managing each joint use arrangement that it allows in order to ensure compliance with this Price List and applicable requirements of the Public Service Commission and of the law, and for making payment to the Company for all charges that the Customer and the Customer's joint users incur, even though each joint user that the Company bills directly shall be responsible for the payment of the charges billed to it.

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

2.9 TRANSFERS AND ASSIGNMENTS

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

- a) to its parent company or to any of the Company's subsidiaries or affiliates;
- 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 -GENERAL RULES AND REGULATIONS (CONT'D)****2.10 NOTICES AND COMMUNICATIONS**

The Customer shall designate on the Service Order an address to which the Company shall mail, deliver or e-mail all notices and other communications, except that Customer may also designate a separate address to which Company bills shall be mailed, delivered or, if available by the Company, transmitted.

The Company shall designate on the Service Order an address to which the Customer shall mail, deliver or e-mail all notices and other communications, except that Company may designate a separate address on each bill to which the Customer shall mail, deliver or, if available by the Company, transmit the payment.

All notices or other communications required to be given pursuant to this Price List shall be in writing to the Company at our address or by calling the Company's toll free customer service number provided below. Notices and other communications of either party, and all bills mailed, delivered or transmitted to the Customer by the Company, shall be presumed to have been delivered on the third business day following the prepaid and properly-addressed mailing, delivering or transmitting of the notice, communication or bill or shall be presumed to have been delivered when such notices, communications and/ or bills are actually received or refused by the addressee, whichever occurs first.

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

Access One, Inc.  
820 West Jackson Blvd., 6th Floor  
Chicago, Illinois 60607  
(800) 804-8333

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.11 TELEPHONE SURCHARGES, TAXES, FEES AND ASSISTANCE PROGRAMS****2.11.1 General**

In addition to the rates and charges applicable according to the rules and regulations of this Price List, various surcharges may apply to the Customer's monthly bill statement. Surcharge rates applicable to a particular Customer will be listed on the Customer's bill.

**2.11.2 Universal Emergency Telephone Number Service (911 Service)**

- A) This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B) 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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

2.11 TELEPHONE SURCHARGES, TAXES, FEES AND ASSISTANCE PROGRAMS (CONT'D)

2.11.2 Universal Emergency Telephone Number Service (911) (Cont'd)

- D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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

## 2.11 TELEPHONE SURCHARGES, TAXES, FEES AND ASSISTANCE PROGRAMS (CONT'D)

## 2.11.2 Universal Emergency Telephone Number Service (911) (Cont'd)

- E) The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.
- F) No message unit charges apply to the calling party for calls to 911 lines.

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.11 TELEPHONE SURCHARGES, TAXES, FEES AND ASSISTANCE PROGRAMS (CONT'D)****2.11.3 Adjustments for Certain Local Taxes and Fees<sup>1</sup>**

Gross Receipts Tax Surcharge – Amounts billed to Customers shall include a surcharge to reflect Florida's gross receipts tax rate. The surcharge factor shall be computed as follows where R represents the decimal equivalent of the current gross receipts tax rate.

Surcharge Factor =

$$\frac{R}{1 - R}$$

Such surcharge factor or any subsequently revised factor shall become effective along with the billing of revenues to which the changed gross receipts tax rate first applies. The amount of such charge shall be shown in bills rendered to Customers.

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<sup>1</sup> Gross Receipt Tax Surcharge is applicable to all services provided pursuant to the Price List of the Company except Directory Assistance Service.

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

2.12 MISCELLANEOUS PROVISIONS FOR BUSINESS CUSTOMERS

2.12.1 Application of Rates

- a) Rates as described herein apply to service furnished.
- b) The use of facilities and service is restricted to the Customer, Customers' agents and representatives of the Customer, and Joint Users.

2.12.2 Telephone Number Changes

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

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**SECTION 2 -GENERAL RULES AND REGULATIONS (CONT'D)****2.13 PUBLIC TELEPHONE SURCHARGE**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e. g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

	<u>Per Call</u>
Surcharge	\$0.30

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**SECTION 3 -CONNECTION CHARGES****3.1 CONNECTION CHARGES****3.1.1 General**

Connection Charges are nonrecurring charges which may apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with the service to which they apply or are provided in this Section.

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

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

**Move:** The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

**Add:** The addition of a service to existing equipment and/ or service at one location.

**Change:** The change, including rearrangement or reclassification, of existing service at the same location.

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SECTION 3 - CONNECTION CHARGES (CONT'D)

3.1 CONNECTION CHARGES (CONT'D)

3.1.2 Exceptions to the Connection Charge

- a) The Company may from time to time waive or reduce the connection charges as part of a promotion or trial.

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment pursuant to this Price List but before cancellation of the service.

Restoral Charge:           \$187.50

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**SECTION 3 -CONNECTION CHARGES (CONT'D)****3.3 CHARGES ASSOCIATED WITH PREMISES VISIT****3.3.1 Premises Visit and Trouble Isolation Charge**

Premises Visit charges apply when the installation of network access facilities requires a visit to the Customer's premises. In addition, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>Per Visit Charge</u>
Per Premises Visit:	
- Initial 15 Minutes (or any portion thereof)	\$251.25
- Each Additional 15 Minutes (or any portion thereof)	\$36.00

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SECTION 3 -CONNECTION CHARGES (CONT'D)

3.4 RATES AND CHARGES

3.4.1 Application of Service Charges

Charges are applicable when the Company receives or processes requests for service.

a) Service Connection Charge

A Service Connection Charge applies for the connection of each exchange line, Private Branch Exchange (PBX) trunk, and Direct or Remote Access Line connected to an Intermediary Switching Arrangement. Service Connection Charges also apply to the relocation of existing service to a different premises or building.

b) Miscellaneous Service Charge applies for:

- 1) Each port rearrangement for Central Office Local Area Network Service.
- 2) Each existing line for which a Billing Agency Code is established or changed.

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SECTION 3 -CONNECTION CHARGES (CONTD)

3.4 RATES AND CHARGES (CONTD)

3.4.1 Application of Service Charge (Cont'd)

c) Customer-initiated Order Charge

When no other Service Charge is applicable, a Customer-initiated Order Charge applies per Customer order for:

- The change of exchange line telephone numbers
- The restoral of service suspended at the request of a Customer
- The establishment of a special Calling Card billing number
- The change to a Nonlisted or Non-Published Telephone Service
- The establishment of or changes associated with Fixed Call Forwarding or for activation of a message waiting indicator.
- The establishment or change of Remote Call Forwarding
- The establishment of Three-Way Call Transfer
- The subsequent ordering of blocking of Special Connection Request Service
- The rearrangement of ports in connection with Central Office Local Area Network Service

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**SECTION 3 -CONNECTION CHARGES (CONT'D)****3.4 RATES AND CHARGES (CONT'D)****3.4.1 Application of Service Charge (Cont'd)**

- The Customer requested data base changes associated with Central Office Local Area Network Service
- The establishment of Line Side Answer Supervision

**d) Change of Class or Grade of Service Charge**

A change of Class or Grade of Service Charge applies for changes in class or grade of service.

Service Charges are in addition to all other rates and charges that may be applicable for service. Service Charges do not apply to:

- a) Visits to a Customer's premises solely for the purpose of repair, maintenance or full or partial disconnection of Company provided service and equipment and no other chargeable activity is required, excluding premises wiring.
- b) Changes in the class or grade of service necessitated by a change in central office operation, including concurrent moves or changes necessitated by the change.
- c) Customer orders when one Customer accepts service and equipment from another Customer without lapse in the rendition of service, and no other work is required.
- d) A change in telephone number when initiated by the Company.
- e) Nonlisted or Nonpublished Telephone Service furnished to a Customer for short periods of time, usually one day, in connection with local and long distance message broadcasts of sporting events, conventions or other special events.

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SECTION 3 -CONNECTION CHARGES (CONT'D)

3.4 RATES AND CHARGES (CONT'D)

3.4.1 Application of Service Charge (Cont'd)

- f) Nonlisted or Nonpublished Telephone Service furnished to a Customer with other listed, nonlisted or nonpublished service in the same directory area.
- g) The establishment of Audiotex Call Restriction Service.
- h) Restricting a line from access to the usage capability of Custom Calling Services features that provide a per-use option.

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SECTION 3 -CONNECTION CHARGES (CONT'D)

3.4 RATES AND CHARGES (CONT'D)

3.4.2 Reserved For Future Use

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**SECTION 3 -CONNECTION CHARGES (CONT'D)****3.4 RATES AND CHARGES (CONT'D)****3.4.3 Network Switched Services**

Connection charges may apply when a Customer requests connection to one or more Network Switched Services as provided in Section 8 of this Price List. Orders for services for the same Customer account made at the same time for the same premises will be considered one request.

Charges for features or services associated with adds, moves and/ or changes are provided in Section 3.4.2.

Charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

**3.4.4 Presubscription-2 (PIC)**

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The Customer will incur a charge as provided below each time there is a change in the long distance carrier associated with the Customer's intraLATA or interLATA service after the initial installation of service. For example, if a Customer changes both its interLATA and intraLATA carriers simultaneously, a total of two (2) separate charges will apply (one for the interLATA change and one for the intraLATA change).

Non-recurring

Each Carrier Change (Per Line)                      \$12.50

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**SECTION 4 -ADDITIONAL SERVICES****4.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES****4.1.1 General**

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; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a charge for each change made to features or a group of features included in the Customer's service. Charges are provided at Section 3.4.2.

**4.1.2 Description of Line and/ or Trunk Features**

The following features are for end user lines:

Call Forwarding Busy Line – This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding Busy Line/ Don't Answer – This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy or when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding Don't Answer -This feature automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding Variable -Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

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**SECTION 4- ADDITIONAL SERVICES (CONT'D)****4.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (CONT'D)****4.1.2 Description of Line and/ or Trunk Features (Cont'd)**

Call Trace -Allows a Customer to trace the most recent incoming call by dialing a code to automatically request that the Company record a caller's originating telephone number and the date and time of the call as well as the date and time the Customer initiated trace. The information is disclosed only to a law enforcement agency for investigation and case preparation purposes.

Call Waiting/ Cancel Call Waiting -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 will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i. e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Caller ID -Allows the subscriber to view the listed telephone number from which the incoming call is dialed before the call is answered. The calling number is displayed on a Customer provided compatible device attached to the Customer's telephone line.

Caller ID Deluxe -Allows subscriber to view listed name associated with the telephone number before the phone is answered. The calling number and name are displayed on a Customer provided compatible display device attached to the Customer's telephone line.

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**SECTION 4- ADDITIONAL SERVICES (CONT'D)****4.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (CONT'D)****4.1.2 Description of Line and/ or Trunk Features (Cont'd)**

Remote Access to Call Forwarding – This feature combines call forwarding with remote access capability. In addition to the current call forwarding feature-access method, the Remote Access Call Forwarding feature provides Customers access from any tone-type address signaling capable telephone. The Customer dials a remote access directory number and then is guided by voice messages to enter their home or office telephone number equipped with the Remote Access Call Forwarding feature, a Personal Identification Number (PIN) and a feature code.

Repeat Call -This Automatic Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/ free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

Repeat Call feature also allows Customers, having reached a busy number, to dial a code before hanging up. Repeat Dialing feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be accessed with Repeat Call:

- Calls preceded by an interexchange carrier access code
- Calls to 900 and 976 Service numbers
- Calls to 911 -Calls to Directory Assistance
- Calls to toll free 8XX Service numbers
- International Direct Distance Dialed calls

Return Call -Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.

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**SECTION 4- ADDITIONAL SERVICES (CONT'D)****4.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (CONT'D)****4.1.2 Description of Line and/ or Trunk Features (Cont'd)**

Caller ID Per-Call Blocking (PCB) -This blocking option will allow callers to block the passage of their telephone numbers and/ or names on outgoing calls by dialing a special code, prior to making each call.

Caller ID Per-Line Blocking (PLB) -Caller ID Per-Line Blocking will allow callers to automatically prevent the display of their telephone numbers and/ or names on a permanent basis unless the service is deactivated, on a per call basis, by dialing a special code.

Special Ring – This feature allows a Customer to have up to three (3) separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to Customers also subscribing to call waiting.

Speed Dial 30 -Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Speed Dial 8 -Allows placing calls to eight (8) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Three Way Calling/ Call Hold -The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

Message Waiting Indicator -Stutter dial tone indicates that a message is waiting. Associated with subscribers of the Company voice mail services.

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**SECTION 4- ADDITIONAL SERVICES (CONT'D)****4.2 DIRECTORY ASSISTANCE SERVICE****4.2.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

**4.2.2 Description**

The Company furnishes directory assistance service to aid Customers in determining telephone numbers. No more than two (2) telephone numbers may be requested per call to directory assistance service.

Rates apply when Customers request Company assistance in determining telephone numbers of Customers who are located in the local service area of the Washington Zone.

A call to directory assistance is considered completed whether or not the numbers requested are available from directory assistance records, or the information requested is normally provided by directory assistance.

**4.2.3 Exemptions**

Charges for Directory Assistance Service are not applicable to calls placed by persons who affirm in writing to the Company that a visual or physical handicap prevents them from using a telephone directory. This exemption includes Directory Assistance Service calls placed from a handicapped person's household, a business telephone service used exclusively by a handicapped person, and calls placed by use of a calling card furnished to handicapped Customers who indicate a need to use other telephones when away from their residence.

Handicapped Customers will be exempted from charges for Directory Assistance Service by means of the completion of an exemption form supplied by the Company. The handicapped Customer should notify the Company to make arrangements to be exempted.

The Company will provide a form to be signed by the Customer or the Customer's representative which when returned will establish the exemption. In addition, the Company will accept lists of handicapped Customers furnished by organizations and agencies which assist the handicapped as a substitute for individual written notification.

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SECTION 4- ADDITIONAL SERVICES (CONT'D)

4.2 DIRECTORY ASSISTANCE SERVICE (CONT'D)

4.2.4 Regulations

For calls placed through a Company operator, the Operator Assisted Local Call Charge Price List applies. Operator Assisted Local Call Charge will not apply in the following cases:

- A. To reach the called Directory Assistance Service number when attempts by the Customer to direct dial such a call cannot be completed.

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SECTION 4- ADDITIONAL SERVICES (CONT'D)

4.2 DIRECTORY ASSISTANCE SERVICE (CONT'D)

4.2.5 Rates

	<u>Non-recurring Charge</u>
Business Directory Assistance Service Calls, per call	\$2.00

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SECTION 4- ADDITIONAL SERVICES (CONT'D)

4.3 RESERVED FOR FUTURE USE

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## SECTION 4- ADDITIONAL SERVICES (CONT'D)

## 4.4 NUMBER TO NUMBER REFERRAL SERVICE

Number to Number Referral Service provides a recorded announcement that states the line number status and a referral number for calls placed to a disconnected or changed business line number.

Charges apply after the basic referral period. The basic referral period is not until a new local directory is published.

	<u>Monthly Recurring Charges</u>
Referral Service, per number	\$49.00

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SECTION 4- ADDITIONAL SERVICES (CONTD)

4.5 RESERVED FOR FUTURE USE

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SECTION 4- ADDITIONAL SERVICES (CONT'D)

4.6 DIRECTORY LISTING SERVICES

4.6.1 Directory Listing Definitions

Primary Listing -One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group at no charge.

Non-Listed Listing - A Non-Listed Listing will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

Non-Published Listing -A Non-Published Listing will be furnished at the Customer's request. A Non-Published Listing is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Listing is not available to the general public. Charges for a Non-Published Listing are specified herein.

Additional Listing -Regular additional listings are available only in the names of authorized users of the customer's service. All listings are of the same address and telephone number as the primary listing, except as provided for joint user and alternate number listings.

4.6.2 Directory Listing Rates

	Monthly Recurring Per Listing
Primary Listing	N/ C
Non-Listed Listing	\$2.40
Non-Published Listing	\$3.40
Additional Listing	\$4.10

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SECTION 4- ADDITIONAL SERVICES (CONT'D)

4.7 RESERVED FOR FUTURE USE

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SECTION 4- ADDITIONAL SERVICES (CONTD)

4.8 RESERVED FOR FUTURE USE

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SECTION 4- ADDITIONAL SERVICES (CONT'D)

4.9 LOCAL NUMBER PORTABILITY

Provides ability for Customers to retain their existing telephone number when moving to a new service provider.

	Monthly <u>Recurring</u>
Local Number Portability (per number)	N/C

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SECTION 4- ADDITIONAL SERVICES (CONT'D)

4.10 CUSTOMER REQUESTED TEMPORARY SUSPENSION

Customer Requested Temporary Suspension provides the ability for Customers to temporarily suspend their telephone service and retain their telephone number. The minimum period for this service is one (1) month and the maximum period is six (6) months. The Customer will be charged ½ of the normal line rate during the period of temporary suspension. All other charges will be applied at the normal rate.

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**SECTION 5 -SPECIAL ARRANGEMENTS****5.1 SPECIAL CONSTRUCTION****5.1.1 General**

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special Construction is that construction undertaken:

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price List.

**5.1.2 Customer Acceptance**

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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**SECTION 5 -SPECIAL ARRANGEMENTS (CONT'D)****5.1 SPECIAL CONSTRUCTION (CONT'D)****5.1.3 Cost Computation**

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - (1) equipment and materials provided or used;
  - (2) engineering, labor and supervision;
  - (3) transportation;
  - (4) rights of way; and
  - (5) shipping and delivery.
- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. Price List preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

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**SECTION 5 -SPECIAL ARRANGEMENTS (CONT'D)****5.1 SPECIAL CONSTRUCTION (CONT'D)****5.1.4 Termination Liability**

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost( s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

a. The termination liability period is the estimated service life of the facilities provided. b. The amount of the maximum termination liability is equal to the estimated amounts for:

- (1) Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/ or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
  - equipment and materials provided or used;
  - engineering, labor and supervision;
  - transportation;
  - rights of way; and
  - shipping and delivery.
- (2) license preparation, processing and related fees;
- (3) Price List preparation, processing and related fees;
- (4) cost of removal and restoration, where appropriate; and
- (5) any other identified costs related to the specially constructed or rearranged facilities.

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SECTION 5 -SPECIAL ARRANGEMENTS (CONT'D)

5.1 SPECIAL CONSTRUCTION (CONT'D)

5.1.4 Termination Liability (Cont'd)

- c. Calculating Termination Charges – Termination charges shall be computed in accordance with tariffed regulations in Section 5.1.4a and 5.1.4b or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 5 - SPECIAL ARRANGEMENTS (CONT'D)

5.2 NON-ROUTINE INSTALLATION AND/ OR MAINTENANCE

At the Customer's request, installation and/ or maintenance may be performed outside the Company's regular business hours, or (at the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

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## SECTION 6 -LOCAL CALLING AREAS AND CHARGES

## 6.1 LOCAL SERVICES – USAGE BASED

## 6.1.1 Rates and Charges and Time Periods

Usage charges are based on usage used or billed on the Company's network. Chargeable time for the Customer shall begin when the called party answers and shall end upon disconnection by either party. Local calls are billed on the basis of Local Message Rate Service. For Local Message Rate Service, all local calls are charged one rate which is not time-sensitive.

## 6.1.2 Local Calling

Local Calling Services -This Section contains a general description of the local usage service offered by the Company and the rates and charges applicable to such service. The Company provides switched, telephonic-quality voice and data transmission services that enable Customers and Authorized Users to communicate on a real-time basis between points within local exchange service areas in Florida, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services will be provided through the use of the Company's switches, through the use of Unbundled Network Elements ("UNEs"), Resold Services and through the use of Company Facilities.

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SECTION 6 -LOCAL CALLING AREAS AND CHARGES (CONTD)

6.2 BUSINESS LOCAL EXCHANGE RATES

The following Usage Charges apply:

Message Rate Per Message	\$0.082
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**SECTION 6 -LOCAL CALLING AREAS AND CHARGES (CONTD)****6.3 GENERAL AVAILABILITY**

Each Exchange Access Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time. Exchange Access Service provides Customers and Authorized Users with access to the Public Switched Network (PSN) along with a numeric address on the PSN and generally enables the Customer to perform the following:

- a) place calls to other stations on or connected to the PSN;
- b) receive calls from other stations on or connected to the PSN;
- c) access the Company's Local Calling Services and other services as set forth in this Price List;
- d) access interexchange calling services of the Company and of other carriers;
- e) access operators and business offices for service-related assistance;
- f) access Directory Assistance;
- g) access toll-free telecommunications services such as 800/ 888 NPA;
- h) access 911/ E911 services for emergency calling;
- i) access Telecommunications Relay Service;
- j) access other services authorized by the Florida Public Service Commission and the Federal Communications Commission.

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SECTION 6 -LOCAL CALLING AREAS AND CHARGES (CONT'D)

6.3 GENERAL AVAILABILITY (CONT'D)

6.3.1 Reserved for Future Use

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SECTION 7 -NETWORK SWITCHED SERVICES

7.1 GENERAL

Network Switched Services provide a Customer with a connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 8XX NPA; and access 911 service for emergency calling; and
- d) access the services of providers of interexchange services. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 3 of this Price List apply to all services on a one-time basis unless waived pursuant to this Price List or a promotional or trial offering.

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SECTION 7 - NETWORK SWITCHED SERVICES (CONT'D)

7.2 SERVICE DESCRIPTIONS AND RATES

The following Access Service Options are offered:

DID Service  
Local Digital PBX Trunk Service  
Local ISDN PRI Service

Basic Local Line Service, Multi-Line Service, Local Analog PBX Trunk Service are offered with message rate local service.

All Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines.

Service may be arranged for two-way calling, inward calling only or outward calling only.

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SECTION 7 -NETWORK SWITCHED SERVICES (CONT'D)

7.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)

7.2.1 Optional Direct Inward Dial (DID) Service Option

The DID Service Option may be purchased in conjunction with the Company's Analog Trunk Services or Digital Trunk Services. The DID Service Option transmits the dialed digits for all incoming calls thereby allowing the Customer's PBX system to route incoming calls directly to individual stations by Customer-assigned DID telephone number. Charges for the DID Service Option and blocks of telephone numbers apply in addition to the rates and charges associated with the Company's Analog Trunk Services or Digital Trunk Services. One DID Service Option charge applies for each DID-equipped Analog Trunk Service or Digital Trunk Service. The Customer must purchase at least one block of DID telephone numbers for each trunk or trunk group Hunting Arrangement or DID-equipped channel or channel group Hunting Arrangement.

1) Recurring and Nonrecurring Charges

Charges are in addition to Local Trunk services as described within this Price List. Additional nonrecurring charges may apply as described within this Price List.

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
DID Trunk Termination	\$ 14.50	\$108.00
First 20 DID Numbers (or any fraction thereof)	\$ 19.62	\$850.00
Additional 20 Numbers (or any fraction thereof)	\$ 19.62	\$ 23.65

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**SECTION 7 -NETWORK SWITCHED SERVICES (CONT'D)****7.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)****7.2.2 Local Digital PBX Trunk Service****1) Description**

Local Digital PBX Trunk Service provides a Customer with connection to the Company switch via a DS1 digital local loop connection operating at 1.544 Mbps and time division multiplexed into 24 digital communications channels. Digital PBX Trunks are provided for connection of Customer-provided digital PBX equipment. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	DSX-1 panel
Signaling Type:	Ground, E& M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming, Out-Going Only or Two Way, as specified by the Customer

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**SECTION 7 -NETWORK SWITCHED SERVICES (CONTD)****7.2 SERVICE DESCRIPTIONS AND RATES (CONTD)****7.2.2 Local Digital PBX Trunk Service (Cont'd)****2) General**

Service to points within the local calling area is included in the charge for Local Digital PBX Trunk Service. Charges based on time periods and calendar days are provided herein. Nonrecurring connection and Service Order charges apply as described herein.

Optional Feature(s) -DID Service capability as described herein is available. Clear Channel capability as described in within this Price List is available. Applicable nonrecurring charges apply as described within this Price List.

**3) Recurring and Nonrecurring Charges**

Connection charges are applicable within this Price List. Charges for each Local Digital PBX Trunk include a monthly recurring service charge for the local T1 loop, channel termination charges, and line termination charge.

Where appropriate facilities do not exist, Special Construction charges will also apply, as described within this Price List.

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## SECTION 7 -NETWORK SWITCHED SERVICES (CONT'D)

## 7.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)

## 7.2.2 Local Digital PBX Trunk Service (Cont'd)

## 3) Recurring and Nonrecurring Charges (Cont'd):

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Digital Local Loop/ T-1 (D. T. I. only)	\$965.00	\$500.00
Channel Activation (DID, DOD, two-way)		
Per Trunk	\$ 25.00	\$188.00
Each additional channel activated at the same time	\$ 25.00	\$188.00

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**SECTION 7 -NETWORK SWITCHED SERVICES (CONT'D)****7.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)****7.2.3 Local ISDN-PRI Service****1) General**

Local ISDN-PRI – Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local calling, Message Toll Service, 800 and circuit switched data. Each ISDN PRI will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis. Local usage rates are as specified within this Price List.

Each ISDN PRI connection provides access from a Customer premises to the Company's circuit switched voice and circuit switched data via a 1.544 Mbps central office port termination and a 1.544 Mbps Digital Local Loop to the Customers premises. The Digital Local Loop is a DS1 with Clear Channel Capability. The rates and charges for the Loop are in addition to those for the ISDN PRI Port Connection. The central office port connection is provided in base capacities of twenty-three 64 Kbps "B" channels and one 64 Kbps "D" channel (23B+ D). The "D" channel is used for out-of-band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by multiple ISDN PRI's for the same Customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature.

Where appropriate facilities do not exist, Special Construction charges will apply, as described within this Price List.

"B" Channel – "B" Channel (Bearer Channel) is a 64 Kbps digital channel capable of transporting circuit switched voice and circuit switched data.

"D" Channel – "D" Channel (Delta Channel) is a 64 Kbps digital channel used to transport signaling and control the B channels.

Out of Band Signaling – Out of Band Signaling is signaling that is separated from the channel carrying the circuit switched voice and data services.

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**SECTION 7 -NETWORK SWITCHED SERVICES (CONT'D)****7.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)****7.2.3 Local ISDN-PRI Service (Cont'd)****1) General (Cont'd)**

Dynamic Channel Allocation – Allows the circuit switched voice and data services enabled on the ISDN PRI to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing circuit switched voice and data calls to utilize "B" channels on a call by call basis. Without this capability, each service will have a dedicated "B" channel.

Calling Number Delivery – All calling numbers presented to the services working on ISDN PRI can be delivered to the Customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers. This feature is optioned on a per ISDN PRI Port basis only and is offered in appropriately equipped central offices.

Clear Channel Capability – The "B" channels on the ISDN PRI are clear, since all signaling and control functions are handled by the "D" channel. This allows all 64 kbps on each "B" channel to be used for Customer information over the ISDN PRI connection. Calls over the network may either by 56 kbps or 64 kbps depending on the public network in place between the ISDN PRI and the distant end of the call.

Digital Voice Transmission – All voice calls are transmitted using digital signaling.

Channel Configuration – Allows some or all B Channels to be dedicated to exchange and MTS, DID, or 800 Services. Multiple dedicated trunk groups can be established on the same primary port or group of primary ports.

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**SECTION 7 -NETWORK SWITCHED SERVICES (CONT'D)****7.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)****7.2.3 Local ISDN-PRI Service (Cont'd)****1) General (Cont'd)**

Direct Inward Dialing Signal – Permits incoming dialed calls from the exchange network to reach a specific number serviced by Customer-premises equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will outpulse digits to the CPE which can further process the calls as desired. Charges associated with blocks of DID numbers are located within this Price List.

Equal Access – Allows the Customer to preselect an Intra and Interexchange Carrier for each circuit switched voice or circuit switched data trunk group. The carrier designation can be changed for applicable charges as shown within this Price List.

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SECTION 7 -NETWORK SWITCHED SERVICES (CONT'D)

7.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)

7.2.3 Local ISDN-PRI Service (Cont'd)

2) Recurring and Nonrecurring Charges

Local ISDN-PRI Service Arrangement:

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Digital Local Loop/ Primary Rate Access Facility/ Per PRI	\$500.00	\$500.00
PRI Interface Arrangement		
23B+ D channels, per PRI	\$1,110.00	\$500.00
24B channels, per PRI	\$1,110.00	\$500.00
23B+ Backup D channels, per PRI (required when more than 47B channels are controlled by a single D channel)	\$1,110.00	\$500.00
PRI Reconfiguration Charges/ Add change to existing trunk group, addition of new trunk group, per occasion		\$188.00
Change in D-channel configuration, per occasion		\$188.00

Local ISDN-PRI Custom Calling Charges:

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Optional Service Feature Package/ Includes both Calling Line ID and Call- By-Call Service Selection, per PRI	\$243.00	\$188.00
Calling Line Identification/ Shows the Directory number of the calling party, per PRI	\$243.00	\$188.00
Call-By-Call Service Selection/ B channels may be configured to access multiple services on a per call basis, per PRI	\$ 94.00	\$188.00
Individual Additional Telephone Numbers/ Each additional telephone number excluding DID numbers	\$ 4.00	\$188.00

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SECTION 7 -NETWORK SWITCHED SERVICES (CONT'D)

7.2 SERVICE DESCRIPTIONS AND RATES (CONT'D)

7.2.4 Integrated Access Service

Integrated Access Service provides a customer channelized high capacity (1.544 Mbps) facility<sup>2</sup> between a customer premises and its serving office for connection to services provided by the Company. Integrated Access Service allows a customer to integrate voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this Price List for multi line business service.

The customer selects a package of 12, 16, 20, or 23 voice lines for local exchange access. The balance of the facility's capacity is available for data applications. The rates herein are for the portion of the service dedicated to voice applications. Charges for nonregulated services and options will apply. Discounts for customers also subscribing to the Company's long distance service offerings may be available. The charges for voice lines are inclusive of appropriate End User Common Line Charges (EUCL).

Customers must sign a minimum one (1) year term agreement for Integrated Access Service. Full termination liabilities are assessed for early termination of service.

Monthly Recurring Charges:

	Voice Channels			
	<u>12</u>	<u>16</u>	<u>20</u>	<u>23</u>
FL	\$1,925.00	\$1,438.00	\$2,173.00	\$2,193.00

<sup>2</sup> Integrated Access Service will be delivered to customers over T-1 or HDSL access. The decision to use HDSL vs. T-1 is an engineering and provisioning decision made solely at the discretion of the Company and is made based on the availability of HDSL facilities. Customers who fall within reach of an Company HDSL-equipped collocation may have Integrated Access delivered to them via HDSL.

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