

10821 Venice Circle  
Tampa, Florida 33635  
Telephone 813-854-4159  
Facsimile 727-738-5554

.....  
**ISG-Telecom**

**VIA Federal Express**

April 16, 2001

Florida Public Service Commission  
Division of Communications  
Certificate of Compliance Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0866

Check received with filing and  
forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to RAR with proof of deposit.

Initials of person who forwarded check:  
*(Handwritten initials)*

Re: \ Globcom, Inc.- Application for Authority for ALEC and IXC

*010535-TX*

Dear Sir or Madam,

Enclosed is an original and six copies of Glocom , Inc.'s. Application for Authority to provide Local Exchange Service within the State of Florida ("Application"), including the companies proposed Tariff and \$250.00 filing fee. Also enclosed please find Globcom, Inc.'s. Application for Authority to provide Interexchange Telecommunications Service within the state of Florida ("Application"), including the companies proposed Tariff and \$250.00 filing fee. These Applications are filed in accordance with the Rules of the Florida Public Service Commission, Chapter 25-24, Section 25-24.810, and PSC/CMU 8 (11/95). Pursuant to the enclosed motion for Protective Order, please note that Globcom, Inc.'s financial statements are enclosed under seal.

Please acknowledge receipt of this filing by file stamping and returning to the address above.

Questions concerning this Application may be addressed to me.

Sincerely,

*(Handwritten signature)*  
Matthew A. Brown/Director of CLEC Regulatory  
[brown@isg-telecom.com](mailto:brown@isg-telecom.com)

.....  
DOCUMENT NUMBER-DATE

04877 APR 19 2001

FPSC-RECORDS-REPORTING

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

**APPLICATION FORM**

for

**AUTHORITY TO PROVIDE**  
**RESOLD AND FACILITIES BASED**  
**ALTERNATIVE LOCAL EXCHANGE SERVICE**  
**WITHIN THE STATE OF FLORIDA**  
**OF GLOBCOM, INC.**

010535-TV

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DOCUMENT NUMBER - DATE

04877 APR 1986

FPSC-RECORDS/REPORTING

APPLICATION

1. **This is an application for:**

**Original certificate** (new company).

**Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

**Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

**Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. **Name of company:**

\_\_\_\_\_  
Globcom, Inc.  
\_\_\_\_\_

3. **Name under which the applicant will do business (fictitious name, etc.):**

\_\_\_\_\_  
Globcom, Inc.  
\_\_\_\_\_

4. **Official mailing address (including street name & number, post office box, city, state, zip code):**

\_\_\_\_\_  
950 Milwaukee Avenue  
\_\_\_\_\_

Suite 215  
\_\_\_\_\_

Glenview, Illinois 60025  
\_\_\_\_\_

Telephone: 847-297-6893  
\_\_\_\_\_

Facsimile: 847-297-6906  
\_\_\_\_\_

**5. Florida address (including street name & number, post office box, city, state, zip code):**

GlobeCom, Inc. does not maintain an office in the state of Florida. \_\_\_\_\_

**6. Structure of organization:**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> <b>Corporation</b> |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership           |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership           |
| <input type="checkbox"/> Other               |  |

**7. If individual, provide:**

Not Applicable.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

**8. If incorporated in Florida, provide proof of authority to operate in Florida:**

**(a) The Florida Secretary of State corporate registration number:**

GlobCom, Inc. was organized under the laws of the state of Illinois. \_\_\_\_\_

9. **If foreign corporation, provide proof of authority to operate in Florida:**

(a) The Florida Secretary of State corporate registration number:

F01000001924:

GlobCom, Inc.'s Certificate of Authority to operate as a foreign corporation in Florida is attached as Exhibit G.

10. **If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:**

(a) The Florida Secretary of State fictitious name registration number:

Not Applicable.

11. **If a limited liability partnership, provide proof of registration to operate in Florida:**

(a) The Florida Secretary of State registration number:

NotApplicable, Applicant is a Corporation.

12. **If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.**

Not Applicable, Applicant is a Corporation.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

13. **If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.**

(a) The Florida registration number:

Not Applicable, Applicant is a Corporation.

14. **Provide F.E.I. Number(if applicable): 36-4054494**

**15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:**

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

None of the officers, directors or shareholders of Globcom, Inc. have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No proceedings are pending against any officers, directors, or shareholders that may result in such a finding.

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No officer, director, partner or stockholder of GlobCom, Inc. has been an officer, director, partner or stockholder in any other Florida certificated telephone company

**16. Who will serve as liaison to the Commission with regard to the following?**

(a) The application: ISG-Telecom Consultants Int'l, Inc.

Name: Matthew A. Brown  
Title: Lead Consultant  
Address: 10821 Venice Circle  
City/State/Zip: Tampa, Florida 33635  
Telephone No.: (813)-854-4159 Fax No.: (727)-738-5554  
Internet E-Mail Address: brown@isg-telecom.com  
Internet Website Address: www.isg-telecom.com

(b) Official point of contact for the ongoing operations of the company:

Name: Glenn Kofman  
Title: President, Globcom, Inc.  
Address: 950 Milwaukee Avenue, Suite 215  
City/State/Zip: Glenview, Illinois 60025  
Telephone No. (847)-297-6893 Fax No. (847)-297-6906  
Internet E-Mail Address: glenn@glob-com.com  
Internet Website Address: www.glob-com.com

(c) Complaints/Inquiries from customers:

Name: Glenn Kofman  
Title: President, Globcom, Inc.  
Address: 950 Milwaukee Avenue, Suite 215  
City/State/Zip: Glenview, Illinois 60025  
Telephone No. (847)-297-6893 Fax No.: (847)-297-6906  
Internet E-Mail Address: glenn@glob-com.com  
Internet Website Address: www.glob-com.com

**17. List the states in which the applicant:**

(a) has operated as an alternative local exchange company.

Applicant is not currently operating as an alternative local exchange company in any state.

(b) has applications pending to be certificated as an alternative local exchange company.

Applicant applied for a Certificate of Public Convenience and Necessity to operate as a Competitive Local Exchange Company in Illinois on (December 15, 2000) and in New York on (April 17, 2001) and Arizona on (April 17, 2001).

(c) is certificated to operate as an alternative local exchange company.

Applicant is not certificated to operate as an alternative local exchange company in any state.

- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

Applicant has not been denied authority to operate as an alternative local exchange company in any state.

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

Applicant has not had any regulatory penalties imposed for violations of telecommunications statutes.

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

Applicant has not been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity in any state.

**18. Submit the following:**

- A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Biographies of GlobCom, Inc.'s senior management, indicating that GlobCom, Inc. has the managerial expertise to provide alternative local exchange service in Florida are attached as Exhibit D.

- B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

The biographies of senior management provided as Exhibit D to this Application will demonstrate that GlobCom, Inc. personnel have sufficient technical expertise to provide alternative local exchange service in Florida.



### **C. Financial Capability**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall be so stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include the following:

1. the balance sheet
2. income statement; and
3. statement of retained earnings.

Applicant will be providing verified, unaudited financial statements along with the above mentioned written explanation as Exhibit A to this application.



**APPLICANT ACKNOWLEDGMENT STATEMENT**


1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Glen Kofman  
Print Name

President  
Title

(847)-297-6893  
Telephone No.

  
Signature

April 4, 2001  
Date

(847)-297-6906  
Fax No.

Address: 950 Milwaukee Avenue, Suite 215  
Glenview, Illinois 60025

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

In the Matter of the Application )  
of Globcom, Inc. for Original Authority to )  
Provide Alternative Local Exchange Services ) Docket No. \_\_\_\_\_  
Within the State of Florida )

**LIST OF EXHIBITS**

- EXHIBIT A FINANCIAL STATEMENTS AND STATEMENT OF FINANCIAL VIABILITY
- EXHIBIT B INTRASTATE NETWORK
- EXHIBIT C AFFIDAVIT
- EXHIBIT D MANAGEMENT EXPERIENCE AND TECHNICAL ABILITY
- EXHIBIT E PROPOSED LOCAL TARIFF
- EXHIBIT F MOTION FOR PROTECTIVE ORDER
- EXHIBIT G CERTIFICATE OF AUTHORITY

## **EXHIBIT A**

### **FINANCIAL STATEMENTS AND STATEMENT OF FINANCIAL VIABILITY**

(Attached)

The verified financial statements of Applicant, Globcom, Inc., are attached hereto. Applicant considers these financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature, and scope of Applicant organization's financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant company's financial statements as proprietary, to maintain the confidentiality of the data contained therein. These financial statements are submitted under protective seal, accordingly.

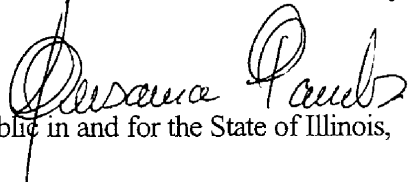
VERIFICATION OF FINANCIAL STATEMENTS

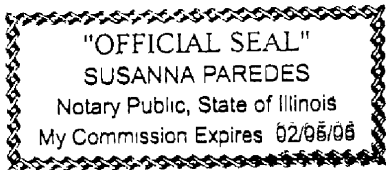
STATE OF ILLINOIS            )  
  )    ss.  
COUNTY OF LAKE            )

I, Glen Kofman, being first duly sworn and deposed, state that I am President for Globcom , Inc., the Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.

  
\_\_\_\_\_  
Glen Kofman  
Globcom, Inc.

Subscribed and sworn to before me this 22 day of March , 2001.

  
Notary Public in and for the State of Illinois,  
residing at:



My commission expires 02/05/05.

**EXHIBIT B**

**INTRASTATE NETWORK**  
(Attached)

**EXHIBIT B**

**INTRASTATE NETWORK**

Chapter 25-24-825(5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

Applicant does not have an INTRASTATE Network and therefore this exhibit does not apply at this time.

1. **POP:** Addresses where located, and indicate if owned or leased.

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____



**EXHIBIT C**

**AFFIDAVIT**  
(Attached)

AFFIDAVIT

STATE OF ILLINOIS )
)
COUNTY OF LAKE ) ss.

By my signature below, I, Glen Kofman, attest to the accuracy of the information contained in this Application and attached documents and that the Applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Glen Kofman
Printed Name

[Handwritten Signature]
Signature

President
Title

April 4, 2001
Date

(847)-297-6893
Telephone No.

(847)-297-6906
Fax No.

Address: 950 Milwaukee Avenue, Suite 215
Glenview, Illinois 60025

**EXHIBIT D**

**MANAGEMENT EXPERIENCE AND TECHNICAL EXPERTISE**  
(Attached)

## **Raisa Kofman**

### **COMPANY OBJECTIVE**

To organize and financially manage Globcom

### **EDUCATION**

University of Depaul  
1980-1984  
Bachelors in Business Administration  
MAJOR CONCENTRATION  
Business Administration  
MINOR CONCENTRATION  
Computer Science

### **PROFESSIONAL EXPERIENCE**

December 1995 – Present

#### **Globcom Telecommunication**, Glenview, IL **Accounts Payable Manager**

- Manages Payroll, Accounts Payable ledgers, and financial statements
- Reviews monthly budgeting and analytical reports
- Manages payment of all invoices and supplies
- Corporate Secretary

February 1989 - September 1994

#### **BalkinXpress Inc.** **Operations Control Analyst**

- Produced labor reports
- Prepared monthly cost rates and expense reports
- Conducted inventory and supply ordering

December 1985 – October 1987

#### **Octagon Corporation** **Administrative Secretary**

- Assisted in all secretarial services
- Organized expense reports and assisted in payroll services
- Prepared Invoicing and assisted in bookkeeping services

### **Special Skills**

Languages: English, Russian

- Computers: Windows 98, Microsoft Office (Word, Excel, Access),

## Michael Kofman

**COMPANY OBJECTIVE** To organize and financially manage Globcom

**EDUCATION** Northern Illinois University  
1982-1987  
Bachelors in Business Administration  
**MAJOR CONCENTRATION**  
Accounting  
**MINOR CONCENTRATION**  
Business Administration

### PROFESSIONAL EXPERIENCE

December 1995 – Present                   **Globcom Telecommunication**, Glenview, IL  
  **Accounts Receivables Manager**

- Manages collection, deposits, and records all accounts receivables
- Generates monthly budgeting and analytical reports
- Assist in accounting and P/L strategy

March 1988 - November 1995           **Pactrans Inc.**  
  **Staff Accountant**

- Provided bank reconciliation and bookkeeping services
- Prepared corporate income, payroll, and property tax returns
- Produced monthly budgeting and analytical reports

**Special Skills**                               Languages: English, Russian

- Computers: Windows 98, Microsoft Office (Word, Excel, Access),
- Passed CPA Exam

1503 Sheridan Ct.

**Glenn Kofman**  
Wheeling, IL 60090

(847) 243-2244

**COMPANY OBJECTIVE** To organize, manage, and expand Globcom to become a successful company

**EDUCATION** University of Illinois at Chicago  
Chicago, IL  
1992-1996  
Bachelors in Business Administration  
**MAJOR CONCENTRATION**  
Business Administration  
**MINOR CONCENTRATION**  
Marketing

**PROFESSIONAL EXPERIENCE**

December 1995 – Present **Globcom Telecommunication**, Glenview, IL  
**President**  
Oversee all daily operations of the business  
Coordinate and manage all sales channels and M&A  
Develop new and effective marketing strategies  
Assist in accounting and P/L strategy  
Coordinate Development of all major IT programs

January 1994 - November 1995 **LCI International**, Des Plaines, IL  
**Sales Agent**  
Coordinate and manage sales in Chicagoland area  
Obtain new sales

**Special Skills** Languages: English, Russian, Spanish  
Computers: Windows 98, Microsoft Office (Word, Excel, Access), VB6

**Activities Hobbies** Hiking, Skiing, Golf

**David Scott Kim**  
1030 S. Fernandez Ave      Arlington Heights, IL 60005      (847) 577-8720

**EMPLOYMENT OBJECTIVE**      To secure a position with potential for advancement in a progressive company which will utilize my work skills, problem solving, and organizational skill

**EDUCATION**      University of Illinois at Chicago  
Chicago, IL  
1989-1994  
Bachelors in Business Administration  
**MAJOR CONCENTRATION**  
Business Administration  
**MINOR CONCENTRATION**  
Criminology

**RELEVANT COURSES**      Financial Accounting      Economics  
Managerial Accounting      Probability and Statistics  
IDS Computing      Communications

**PROFESSIONAL EXPERIENCE**

October 1997 – Present      **Globcom Telecommunication, Glenview, IL**  
Sales / Operations Manager  
Involved in the daily operations of the business  
Coordinate and manage sales agents  
Responsible for setting up work rules and procedures for employees  
Coordinate the daily work tasks  
Promote and develop new and effective marketing strategies

June 1994 - September 1997      **ALPI USA, Des Plaines, IL**  
Ocean Import Break Bulk Coordinator  
Responsible for all ocean import break bulk operation  
Provided reliable and friendly customer service to clients  
Responsible for producing monthly sailing reports on spreadsheet  
Coordinated with truckers and steamship lines to produce the fastest transit times possible to the clients  
Coordinated with international Agents for all westbound and eastbound shipments

**Special Skills**      Languages:    Conversational Korean  
  
Computers:    Windows 98, Microsoft Office (Word, Excel, Access)

**Activities Hobbies**      Tennis, Basketball, Volleyball

**Edina Lagumdzija**  
**1055 W. Catalpa #305**  
**Chicago, IL 60640**  
**Home: 773-334-8546**

**WORK HISTORY:**

6/98 – Present

**Globcom Telecommunication**

Customer Service (Supervisor)

Provide customer service support

Supervise customer service department

Responsible for all issues related to billing and service issues

Work with sale Agents

Responsible for organizing daily work procedures for the customer service department

2/97 – 5/98

**Micro Resource Management**

6455 N. Western Ave, Chicago, IL

Account Balancer

Controlling and balancing accounts

Handling the daily inflow of checks

Check encoding and processing

Transmitting finished work back to customers

Providing bank statements

7/95 – 12/96

**Sunstone Imports**

2022 N. Dempster Evanston, IL

Order Control Representative

Processed Customer orders for the business day

Provided customer service

Prioritizing incoming merchandise and planning future orders

Everyday use with customized spreadsheet programs

Work with a team of three OC Reps

**Education:**

DePaul University

Chicago, IL

1991-1995

Graduated with Honors

Bachelors in Liberal Arts.

**Skills:**

Self-starter and team player

Work well with others as well as independently

Computer knowledge (Microsoft Office and Windows)

Typing skills (65wpm)

Language (Bosnian)



## Alexander Losetsky

**Current Address**

2555 Victor Ave  
Apt #401  
Glenview, IL 60025

**Phone Number**

847-904-7481

**E-Mail Address**

[losetsky@hotmail.com](mailto:losetsky@hotmail.com)

**Objective:**

A position in software development

**Education:**

B.S. in Computer Science  
DePaul University, Chicago, IL  
Graduated in 89' with Honors

**Work Experience:**

Globcom Telecommunication – 1/97-present  
Senior Programming Analyst  
Develop new software programs for company  
Updated companies hardware and software products  
Responsible for correcting program errors and maintaining an  
efficient working system

Freelance Computer Consultant – 9/91 - 11/96  
Created web pages and customized computer software programs  
for clients in the Chicago land area.  
Help companies with networking their hardware systems

**Computer Skills:**

Visual Basics 4, Visual Basics 6, SQL Server 7, Oracle,  
Microsoft Access 97 & 2000, HTML, and Java.

**Hobbies & Interest:**

Chess, Jet Skiing, Rock Climbing.

**Reference:**

Available upon request

**April M. Barnes**

**7301 N. Sheridan Rd. Chicago, IL 60626**  
**Home (773) 508-5909 Work (847) 297-6874**

## **Education**

Texas Tech University – Lubbock, TX  
BBA in Accounting and Finance (GPA 3.8 out of 4.0)  
Dean's List, 1996

## **Experience**

Globcom Telecommunication Inc.- Glenview, IL

### **Financial Analyst/Accountant** 3/97 – present

Provided key financial operations for company's business.  
Analyze and adjust financial statement accounts  
Review cash balances  
Prepare budget comparison reports  
Developed and implemented an automated journal entry system using Excel.

## **Skills**

Computer literate in multiple operating systems and software applications. Keep up-to-date with changes in technology and the business implications of new technology.

### **Operating Systems**

Windows 98/95, MS-DOS,

### **Office Productivity**

Word, Excel, Access, PowerPoint, and Internet Applications

## **Reference:**

Upon request

**EXHIBIT E**  
**PROPOSED LOCAL TARIFF**  
(Attached)

FLORIDA TELECOMMUNICATIONS PRICE LIST

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

This Price List contains the rates applicable to the furnishing of alternative local exchange telecommunications Services provided by Globcom, Inc. ("Globcom") within the State of Florida. This Price List is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 950 Milwaukee Avenue, Suite 215, Glenview, Illinois 60025

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Issued: April 17, 2001

Effective Date:

Issued By:

Glen Kofman  
950 Milwaukee Avenue, Suite 215  
Glenview, Illinois 60025  
Telephone: (847)297-6893-

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**CHECK SHEET**

The Title Sheet and Sheets 1 through 67 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original	45	Original
20	Original	46	Original
21	Original	47	Original
22	Original	48	Original
23	Original	49	Original
24	Original	50	Original
25	Original	51	Original
26	Original	52	Original
		53	Original

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Issued: April 17, 2001

Effective Date:

Issued By:

Glen Kofman  
950 Milwaukee Avenue, Suite 215  
Glenview, Illinois 60025  
Telephone: (847)297-6893-

**CHECK SHEET, Continued**

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
54	Original		
55	Original		
56	Original		
57	Original		
58	Original		
59	Original		
60	Original		
61	Original		
62	Original		
63	Original		
64	Original		
65	Original		
66	Original		
67	Original		

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Issued: April 17, 2001

Effective Date:

Issued By:

Glen Kofman  
950 Milwaukee Avenue, Suite 215  
Glenview, Illinois 60025  
Telephone: (847)297-6893-

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Issued: April 17, 2001  
Issued By:

Effective Date:

Glen Kofman  
950 Milwaukee Avenue, Suite 215  
Glenview, Illinois 60025  
Telephone: (847)297-6893-

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### EXPLANATION OF SYMBOLS

- (D) To signify a **deletion**
- (I) To signify a rate **increase**
- (M) To signify material **moved** in the Price List
- (N) To signify a **new** rate or regulation
- (R) To signify a rate **reduction**
- (T) To signify a change in **text** but no change in rate or regulation

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**PRICE LIST FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Price List approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Price List filing is made with the Commission, an updated Check Sheet accompanies the Price List filing. The Check Sheet lists the Sheets contained in the Price List with a cross reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Price List user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

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Globcom, Inc.

Florida P.S.C. Price List No. 1  
Original Title Sheet No. 7

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**APPLICATION OF PRICE LIST**

This Price List governs Company's local exchange Services originating and terminating at points within the State of Florida for BellSouth exchanges, Verizon exchanges and Sprint/Centel/United exchanges.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

Add:

The addition of a vertical service to existing equipment and/or service at one location.

ADSL

Asymmetrical Digital Subscriber Lie (ADSL) is an access data technology service which allows for the transmission of high speed connections services over existing copper facilities.

Authorized User:

A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for commercial, professional, or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

Call Forwarding:

A local exchange feature which permits the station user to have his incoming calls transferred automatically to any other access line.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Call Forwarding - Busy Line:

An optional feature which automatically routes incoming calls to a preset number when called station is busy.

Call Waiting:

An enhancement to basic service that enables the called party to be notified and have the option to pickup a call from a second party while engaged in conversation with the first calling party.

Calling Area:

An area within underlying ILEC service areas which are considered “Local” to the originating calling party’s exchange.

Called Station:

The terminating point of a call (i.e., the called number).

Caller ID:

An optional service which, when combined with appropriate end-user equipment, delivers the calling party telephone number to the called party during the ring cycle and during conversation for that call.

Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

Channel Terminal

The term “Channel Terminal” denotes that portion of a service required to terminate within a central office, the interoffice or interexchange transmission system.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Channel

A communications path between two or more points of termination.

Commission:

Florida Public Service Commission

Change:

Includes the rearrangement or reclassification of existing service at the same location.

Collect Call:

A billing arrangement where a call is billed to the called station

Company:

Globcom, Inc.. (“Globcom” or “Company”)

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with Price List regulation.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Customer Premises:**

A location(s) designated by the Customer for the purpose of connecting to Company's Services.

**Disconnect or Disconnection:**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Escrow Account:**

An account maintained by the Company, with a bank of its selection, into which shall be placed monies paid by a Customer in advance of receiving service. Customers who do not receive Services shall be reimbursed from this fund.

**Exchange**

A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between subscribers within a specified area, usually a single city, town or village. When an exchange includes only one central office, it is termed a single office exchange, but when it includes more than one central office, the exchange is termed a multi-office exchange.

**Exchange Service Area**

The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Exchange Service

The general telephone service rendered in accordance with Price List provisions. Exchange Service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this Price List.

A. Flat Rate Service

A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

B. Individual Line Service

A classification of exchange service which provides that only one Exchange Access Line shall be served by the line connecting such Access Line with the central office or other switching unit.

Frame Relay

Frame Relay is a service which provides for the transfer of variable length frames across a wide geographic area through statistical multiplexing of data.

Holidays:

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

ISDN

Integrated Services Digital Network is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single subscriber loop.

LATA:

A Local Access and Transport Area (“LATA”) is a geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange:

A geographic area within which the local telephone company provides telephone services and/or facilities that are not subject to a toll charge.

Local Exchange Carrier:

A Company which furnishes local exchange telecommunications service.

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.

Person to Person:

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Residential Service:

A service that does not meet the definition of a business service and conforms to the following criteria:

- A. the use of the Service is primarily and substantially of a social or domestic nature:
- B. and Service is located in residence, or in the case of a combined business and residential Premises, the Service is located in the residential section of the Premises.

Service Line:

A two-way residential individual line, or an extension of a residential line which is required for testing of certain Services provided by the Company and which is billed at the rates within this Price List.

Services:

The intrastate telecommunications Services that Company offers pursuant to this Price List.

Station:

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

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Station-to-Station:

Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Telecommunications Relay Service (TRS):

Enables deaf, hard-of-hearing or speech-impaired persons, who use text telephones or similar devices, to communicate freely with the hearing population not using text telephone and vice versa.

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**SECTION 2 – RULES AND REGULATIONS**

**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's Services are furnished for residential telecommunications service for local calling within the State of Florida.
- 2.1.2. Company is authorized to provide resold and facilities-based alternative local telecommunications to residential Customers for their direct transmission and reception of voice or data communications.
- 2.1.3. Company provides access, switching, transport and termination services through its own network or through other Florida certificated underlying local telecommunications carriers.
- 2.1.4. The Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5. The Company does not transmit messages pursuant to this Price List, but its Services may be used for that purpose.
- 2.1.6. The Company may, in Company's sole discretion, elect to employ third parties to perform any of the obligations under this Price List.
- 2.1.7. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer. The Company will require a two month subscription payment from each new subscriber as an advanced payment to obtain service: one month's payment to pre-pay the first month's service charges and one month's payment for the Company to hold towards future unpaid billing. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

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## SECTION 2 – RULES AND REGULATIONS

### 2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Price List.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.4. Prior written permission from the Company is required before any assignment or transfer of service from one subscriber to another. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service. Transfers are not acceptable unless written permission from the Company is received by the transferring and the receiving transferee parties.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until this indebtedness and any accrued interest or penalty amounts have been satisfied.

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**SECTION 2 – RULES AND REGULATIONS**

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's Services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this Price List is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

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**SECTION 2 – RULES AND REGULATIONS**

**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for any losses suffered by a Customer or end user as the result of interrupted or unsatisfactory service.
- 2.4.2. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, hold harmless and defend Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
- A. Libel, slander or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
  - B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or

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**SECTION 2 – RULES AND REGULATIONS**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.2., Continued:

- C. A breach in the privacy or security of communications transmitted over Company's facilities; or
- D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
- E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or
- G. Violations of the obligations of the Customer under this Price List; or
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Price List; or
- J. Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or

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**SECTION 2 – RULES AND REGULATIONS**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.2., Continued:

- K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Price List, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Price List; or
- N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:
  - 1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company; or
  - 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
  - 3. A third party.

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**SECTION 2 – RULES AND REGULATIONS**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.2., Continued:

- O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
- P. Any unauthorized use of the Service provided to Customer. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.; or
- Q. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company; or
- R. Use of subscriber provided information, use of subscriber call detail records from any source, or any information derived from these sources when used in the investigation or prosecution of potential fraud, potential illegal activities, or any law enforcement organization's investigation that might involve the subscriber in any way.

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**SECTION 2 – RULES AND REGULATIONS**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.3. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company's underlying carrier where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.4. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.5. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Price List. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or a the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

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**SECTION 2 – RULES AND REGULATIONS****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Price List. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.
- 2.4.7. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.
- 2.4.8. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- 2.4.9. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 -- RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within 20 days of when invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.11. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's underlying carriers' networks.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.12. With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
  
- B. Neither is the Company responsible for any infringement or 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 Emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company, 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 Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.13. With Respect to Directory Listings

- A. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- B. The Company's liability arising from errors or omissions in directory listings will be limited to \$1.00.
- C. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- . D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Price List, the Customer agrees to the release of such information under the above provision.

2.4.14. The Company will use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Price List. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. EQUIPMENT AND FACILITIES**

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Price List, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Price List. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance 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 2 – RULES AND REGULATIONS, Continued**

**2.6. CUSTOMER RESPONSIBILITIES**

- 2.6.1. The Customer is responsible for the payment of all charges for Services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Price List.
- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.6.4. The Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 2.6.5. This Customer is responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's underlying carriers' facilities.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.7. INTERRUPTION OF SERVICE**

2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence or willful act of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours

2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the Services affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $Credit = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.7.4. No credit will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer;
- B. Interruptions due to the negligence of any person using the Company's Services with the Customer's permission;
- C. Interruptions due to the failure or malfunction of non-Company equipment.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.8. RESTORATION OF SERVICE**

2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

2.8.2. When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

**2.9. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days).

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.10. PAYMENTS AND BILLING**

- 2.10.1 Known charges for subscription service will be billed in advance for the ensuing monthly subscription period. Ancillary services such as Directory Assistance and Operator Services will be billed in arrears in the month following the month in which the charges were incurred. The Company reserves the right to impose an additional Advance Payment amount equal to the highest amount of incurred ancillary charges, which shall be added to the Escrow account established by the Company as referenced in Section 2.12 of this Price List.
- 2.10.2 The Customer is responsible for payment of all charges for service furnished by the Company to the Customer or Authorized Users. Objections must be received by the Company within 20 days after statement of account is rendered, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer. Customer will not be required to pay disputed portion of bill during complaint resolution period.
- 2.10.3 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.10. PAYMENTS AND BILLING, Continued**

- 2.10.4 A late payment charge of \$25.00 shall apply to any amounts billed to subscriber and not received by the day following the business day closest to or on the payment due date.
- 2.10.5 Billing disputes should be addressed to Company’s customer service organization by mail at: 950 Milwaukee Avenue, Suite 215, Glenview, Illinois 60025 or via telephone. Customer service representatives are available from 8:00 a.m. to 4:59 p.m . Central Time. Messages may be left for the Customer Service Department from 5:00 p.m. to 7:59 a.m. Central Time 800-509-1422, which will be answered on the next business day, unless in the event of an emergency, which threatens Customer service, in which case customer service personnel may be paged.
- 2.10.6 In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
  - A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
  - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission’s Division of Consumer Affairs for its investigation and decision.

Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Toll free number: 800.342.3552

**SECTION 2 - RULES AND REGULATIONS, Continued**

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**2.11. DISCONTINUANCE OF SERVICE**

2.11.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. In the event of unauthorized or fraudulent use of Service, or use of the Service to avoid payment, including but not limited to:
  - 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. DISCONTINUANCE OF SERVICE, Continued**

- 2.11.2. Company may discontinue Service without liability upon five (5) days written notice to the Customer via first-class mail prior to discontinuance of Service:
- A. For violation of this Price List, except as provided in Section 2.11.1, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
  - B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
  - C. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.11.3. Notice of this disconnect policy shall be plainly printed on the Customer Service Agreement under the heading: "IMPORTANT INFORMATION; RETAIN FOR YOUR RECORDS."
- 2.11.4. 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.
- 2.11.5. The suspension or 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 during the time or up to suspension or discontinuance.
- 2.11.6. Upon the Company's discontinuance of service to the Customer, all applicable charges, including termination charges, shall become due and payable. This is in addition to all other remedies that may be available to the Company at law or in equity under any other provision of this Price List.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. ADVANCE PAYMENTS AND DEPOSITS**

To safeguard its interest, the Company may require a Customer to make an advance payment, consisting of a processing/application fee, before Services are furnished. This fee will not exceed an amount equal to the Non-Recurring Charge(s) and two (2) month's charges for the service.

Applicants shall not be required to pay a security deposit prior to receiving service.

An Escrow Account shall be maintained by the Company, with a bank of its selection, into which shall be placed monies which shall be available to reimburse any Customer who does not receive Services for which Customer has paid in advance.

**2.13. FULL FORCE AND EFFECT**

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

**2.14. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.15. UNCERTIFICATED RESALE PROHIBITED**

Resale of any Price Listed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold only by Companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity (or the equivalent thereof), or a copy thereof, prior to providing services for resale.

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**SECTION 3 - SERVICE DESCRIPTION**

**3.1. LOCAL EXCHANGE SERVICE**

3.1.1. General

- A. Local Exchange Service provides a customer a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time to and from, respectively, other stations on the public switched telephone network. Local exchange service also provides a customer with a unique telephone number address on the public switched telephone network and access to certain interstate and international services offered by Company. (a 'basic access line').
- B. A basic access line includes free access to Operator Services, Directory Assistance services, Telecommunications Relay Services and emergency services by dialing 0 or 911, with unlimited local calling at a flat rate.
- C. Local Exchange Service requires the classification by the customer of the basic access line as either of a business or residence basic access line. Residence access lines may include an allowance for calls for which there are no usage charges. One listing in the alphabetical directory is included for both residential and business access lines.

3.1.2. Service Description

- A. Local Exchange Service will be offered throughout the State of Florida and will consist of minimally a residential or business basic access line. Optional Services features will be available for order by the Customer, consisting of all or any of the following: Caller ID, Call Waiting, Call Forwarding and or Voice mail.

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**SECTION 3 – SERVICE DESCRIPTION**, Continued**3.2. ADVANCED CALLING FEATURES**

## 3.2.1. General

The Custom Calling 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.

## 3.2.2 Description of Features

## A. Three Way Conference

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-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.

## B. Call Forwarding

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 3 -- SERVICE DESCRIPTION, Continued**

**3.2. ADVANCED CALLING FEATURES, Continued**

**3.2.3. Description of Features, Continued**

**C. 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.

**D. Distinctive Ringing**

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

**E. Multiline Hunting**

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group. Circular and uniform hunting can also be selected. Hunt group charges apply to sequential, circular and uniform hunting and queuing with announcement per queue slot.

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**SECTION 3 – SERVICE DESCRIPTION, Continued**

**3.2. ADVANCED CALLING FEATURES, Continued**

3.2.3. Description of Features, Continued

F. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

**3.3. REMOTE CALL FORWARDING SERVICE**

3.3.1. Service Area

Where facilities are available, the service area is defined by the NPA-NXX Codes and Exchanges listed below.

Local Calling Area: Exchanges and zones included in the local calling area for the NXX designations are specified below. NXXs associated with each particular exchange or zone may be found in the directory listings directory published by the incumbent local exchange carrier in the Customer's exchange area.

3.3.2. General

Remote Call Forwarding (RCF) is a local exchange service that utilizes a telephone number and Electronic Central Office facilities by which all incoming calls to the RCF telephone number are forwarded automatically to the subscriber's central office line in the same exchange as the RCF number or in a different exchange or to an inward WATS (Toll-Free Service) access line.

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**SECTION 3 – SERVICE DESCRIPTION, Continued**

**3.3. REMOTE CALL FORWARDING SERVICE, Continued**

**3.3.3. Regulations**

- A. Remote Call Forwarding service is offered in Electronic offices where facilities permit.
- B. RCF paths may be used singly, in groups, or as overflow paths for foreign exchange trunk groups. Only one forwarding number is permitted per group.
- C. Remote Call Forwarding is not offered where the terminating number is a coin telephone.
- D. Identification of the originating telephone number is not provided to the Remote Call Forwarding customer.
- E. Transmission may not be satisfactory on all calls.
- F. Remote Call Forwarding is not represented as suitable for the transmission of data.
- G. [Reserved for Future Use]
- H. Remote Call Forwarding is provided on condition that the customer subscribe to sufficient RCF paths and terminating facilities to adequately handle calls to the RCF customer without interfering with or impairing any other services offered by the Company.

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**SECTION 3 – SERVICE DESCRIPTION, Continued**

**3.3. REMOTE CALL FORWARDING SERVICE, Continued**

3.3.3. Regulations, Continued

- I. The minimum charge for the RCF Service is the monthly rate for one month plus the Service Connection Charge.
- J. Charges for the call to the Remote Call Forwarding directory number shall be paid by the calling party.
- K. Each RCF group is entitled to one alphabetical and one classified listing at no additional charge in the directory which serves the associated RCF central office. Overflow paths associated with foreign exchange trunk groups are not listed. All other listing regulations for business individual lines apply, except that no charge applies for non-published service in connection with RCF.

3.3.4. Rates

In addition to the rates specified in Section 4 of this Tariff, the subscriber to Remote Call Forwarding is responsible for dial type (DDD) station-to-station local and toll charges applicable to calls transferred from the forwarding location to the terminating location. The charge applies for each call answered, including person-to-person and collect calls which are refused at the terminating location. For calls transferred within the same local calling area, the message rate schedule for business service in the RCF central office applies. In exchanges where only flat rate service is furnished, the charge for each local call transferred is a Rate Band 1 (A) charge. No allowance for local calls is included in the RCF monthly rate.

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**SECTION 3 – SERVICE DESCRIPTION, Continued****3.4 DIRECTORY ASSISTANCE**

- 3.4.1. A Directory Assistance Charge applies for each telephone number, and area code, and/or general information requested from Directory Assistance operator. There is no charge for the first three calls per month to Directory Assistance. The Customer can request a maximum of two numbers per call to Directory Assistance. Charges set forth in Section 4.2 will apply for each additional request made to the Directory Assistance Operator.
- 3.4.2. Directory Assistance Local Call Completion:

Directory Assistance Call Completion allows the Customer the option to have their local calls completed to a requested number by either the Directory Assistance operator or the Directory Assistance audio response system that provide the requested number. All completed calls will be charged the Directory Assistance Call Completion Charge, in addition to any other appropriate charges. See Section 4.2 for Rates.

**3.5. DIRECTORY LISTINGS**

One Listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to the use of the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on directory assisted records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party.

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**SECTION 3 – SERVICE DESCRIPTION, Continued****3.6 LOCAL OPERATOR SERVICES**

Operator Services provide for live or automated operator treatment of calls when a customer dials "0". Services include, but are not limited to Busy Line Verification, Operator Verification\Interrupt Service and Operator Assisted Call Completion Services. Access to Operator Services is provided at no charge, however, a per-call service charge and a per minute usage rate will apply when the customer elects to utilize a chargeable Operator Service.

**3.6.2 Operator Assisted Call Completion**

Operator Assisted Call Completion provides the caller with access to the operator for assistance in completing telephone calls. Local calls may be completed or billed with live or mechanical assistance. The operator can assist the caller by placing the call either person-to-person, station-to-station or other designated basis. In addition to a per request charge, a per minute usage rate applies to each call completed. See Section 4.2.

- A. Third Number Billing provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- B. Collect Calls provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- C. Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
- D. Station to Station provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.

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**SECTION 3 –SERVICE DESCRIPTION, Continued**

**3.6 LOCAL OPERATOR SERVICES, Continued**

**3.6.3 Operator Assisted Call Completion, Continued**

- E. Busy Line Verification provides the Customer with the option to request operator verification of whether a specific line is busy or inoperative.
- F. Line Service Interrupt provides the Customer with the option to request operator interruption of a line that is in use, primarily for emergency situations.
- G. General Assistance provides the Customer with the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Company Customer Service 800 telephone numbers, but does not request the operator to complete the call.

**3.7 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 (in the Company’s sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases rates and charges will be applied on an ‘Individual Case Basis’ (ICB), where such rates and charges will be developed by the Company based on the circumstances (such as costs of labor, material, engineering and administration) in each case. 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.

**3.8. MINIMUM CALL COMPLETION RATE**

Customer can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access “1 plus” services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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**SECTION 3 - SERVICE DESCRIPTION, Continued**

**3.9. HEARING AND SPEECH IMPAIRED CUSTOMERS**

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

**3.10. TELECOMMUNICATIONS RELAY SERVICE**

The Relay Service provides specialized telecommunications equipment to qualified Florida Residents who have a certified hearing or speech impairment, pursuant to the Telecommunications Access System Act of 1991. For calls received from the relay service, the company will, when billing relay calls, discount relay service calls by fifty percent (50%) off of the otherwise applicable rate for a voice non-relay call, except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent (60%) off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge.

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**SECTION 3 - SERVICE DESCRIPTION, Continued****3.11. LOCAL EXCHANGE - DATA SERVICES****3.11.1 Frame Relay Service (FRS)****A. Service Description**

Frame Relay Service (FRS) is a provisional service which provides a high speed statistically multiplexed data service that allows for the transfer of variable length frames across a wide geographical area. Frames travel at high speed from the source to the desired destination via virtual connections (switched or permanent virtual connections). Frame Relay allows end users to share network resources. Each individual access link and Frame Relay port can be shared by traffic to multiple destinations.

This service, comprised of three components: local loop access, FRS port and the Data Link Connection Identifiers (DLCIs). The local loop access to the FRS network is through a dedicated, non-multiplexed digital line at 56 Kbps (DS0), 1.544 Mbps (DS1), or 44.736 Mbps (DS3). The FRS Port allow access to the FRS network. The DLCIs identify the address information and route the framed data. The DS0, DS1 and DS3 access services is offered in conjunction with Incumbent Local Exchange Carrier pursuant to and at the rates set forth in their relevant tariffs.

The Data Link Connection Identifiers are established at the time of service subscription at customer specified end points making a Permanent Virtual Connection (PVC). The FRS network will only transmit data between authorized DLCIs. Each PVC has a pre-assigned Committed Information Rate (CIR) and a Burst Rate (BR). This provides bandwidth sharing and bandwidth on demand capabilities.

The Company may also provide to subscribers a traffic data report upon request by the Customer.

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**SECTION 3 - SERVICE DESCRIPTION, Continued**

**3.11. LOCAL EXCHANGE - DATA SERVICES, Continued**

**3.11.1 Frame Relay Service (FRS), Continued**

**B. Definitions**

Access Link

A dedicated non-multiplexed digital access line at 56 Kbps, 1.544 Mbps, or 44.736 Mbps. This link can only be used for accessing Frame Relay Service.

Burst Rate

The upper bandwidth limit the permanent virtual connection is allowed to send data through the FRS network. The burst rate is limited by the actual physical port access speed.

Committed Information Rate

The CIR represents the base-level bandwidth the permanent virtual connection is allowed to send data through the network. This rate will be lower than the speed of the physical access line.

Data Link Connection Identifier (DLCI)

The address information assigned to customer designated end points used to identify PVCs and route frames of data. The frame relay virtual circuit number corresponding to a particular destination which is part of the frame relay header and is usually ten bits long.

Frame

A group of data bits, in a specific format, with a flag at either end to indicate the beginning and end of the frame. The defined format enables network equipment to recognize the meaning and purpose of specific bits.

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**SECTION 3 - SERVICE DESCRIPTION, Continued**

**3.11. LOCAL EXCHANGE - DATA SERVICES, Continued**

**3.11.1 Frame Relay Service (FRS), Continued**

**B. Definitions, Continued**

Permanent Virtual Connection (PVC)

A virtual circuit set up administratively, by a network operator, for a dedicated point-to-point connection between two customer designated end points.

Port

The physical entry point for the local loop access to the FRS network.

Switched Megabit (or Multi Megabit) Data Services (SMDS Access)

A way for a corporate network to dial up switched data services as fast as 45 Megabits per second.

Traffic Detail

A monthly report of data traffic information that provides the customer with details on frame and byte counts, dropped and congested frames.

Virtual Connection (circuit)

A connection established through a frame relay or packet network. Frames or packets are routed through the connection as an order-preserving transfer of data. This connection functions like a dedicated circuit between the end points.

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**SECTION 3 - SERVICE DESCRIPTION, Continued**

**3.11 LOCAL EXCHANGE - DATA SERVICES, Continued**

**3.11.1 Frame Relay Service (FRS), Continued**

**C. Regulations**

1. Frame Relay Service will be furnished within Service Areas where facilities and operating conditions permit, and technical feasible.
2. The customer must provide the Company with a point of contact for inquiries, trouble reports, and security management involving the service configuration.
3. Subsequent DLCI orders are required when a customer chooses to add PVC(s) or change PVC assignment on a given FRS port after the initial port installation.
4. At service subscription, the customer must specify the Committed Information, Rate and the Burst Rate for each PVC ordered.
5. Error correction is the responsibility of the customer's Frame Relay compatible terminal equipment. When the FRS network is congested, the FRS nodes will discard frames with errors and may discard customer data that exceeds the CIR ordered at service subscription.
6. The Company will provide network-to-network interface (NNI) interconnection to its Frame Relay Service to all customers who request it until such time as a national Frame Relay Service interconnection standard is formally approved.

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**SECTION 3 - SERVICE DESCRIPTION, Continued****3.11. LOCAL EXCHANGE - DATA SERVICES, Continued****3.11.2. Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)****A. Service Description**

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Subscriber loop to support a wide variety of services via the public switched telephone network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23\* 64Kbps Bearer (B) digital channels and one 64 Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64 Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Subscriber control of the 24 individual channels.

**B. Regulations**

1. ISDN-BRI will only be provided where central office facilities and operating conditions permit.
2. ISDN-BRI is furnished to customers at the rates and charges as shown in Section 4, which are in addition to other rates and charges for the Local Exchange Service.
3. Rates and Charges for other optional features are in addition to those for ISDN-BRI service and are provided only where facilities and operating conditions permit.

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**SECTION 3 - SERVICE DESCRIPTION, Continued****3.11. LOCAL EXCHANGE - DATA SERVICES, Continued****3.11.3. ADSL****A. Service Description**

Asymmetrical Digital Subscriber Line (ADSL) Service is an access data technology service which provides high speed connections services over existing copper facilities. ADSL service is offered in speed levels of 384 Kbps Down/128 Kbps Up to 6 Mbps Down/384 Kbps Up. The "up" speeds represent "transmission speeds in kilobytes from the customer designated location (CDL) to the Company's ADSL connection point, while the "down" speeds represent "transmission speeds in kilobytes and megabits," from the Company's ADSL connection point to the CDL. The connection point is the aggregation point designated by the Telephone Company for connecting multiple Telephone Company ADSL serving wire centers via the backbone network services to the CDL.

ADSL Service is provisioned over existing Company copper facilities and transported to the Company's backbone network. ADSL Service provides a connection from the customer designated location (CDL) to the ADSL connection point. Access from the Company's ADSL connection point will be provided via Frame Relay Service, where facilities permit. Frame Relay Service is available in Section 3.8.1. A customer may utilize their existing Frame Relay Service or may submit any order to establish new facilities. The associated rates and charges for Frame Relay Service will apply in addition to the rates and charges associated with the ADSL Service rate elements.

The Company will qualify the ADSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Company copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for ADSL.

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**SECTION 3 - SERVICE DESCRIPTION, Continued**

**3.11. LOCAL EXCHANGE - DATA SERVICES, Continued**

3.11.3. ADSL, Continued

A. Service Description, Continued

The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

ADSL will be provided subject to the availability and limitations of Company wire centers and outside plant facilities and is only available where technical capabilities permit such facility distance and type of physical plant.

B. Responsibility of the Company

The Company will provision and maintain ADSL service for the customer up to and including the Network Interface Device (NID).

C. Rights of the Company

The Company will not provision ADSL service if the Company reasonably determines that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems with existing services.

During the Company's network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. The Company reserves the right to temporarily interrupt ADSL Service at other times in emergency situations.

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**SECTION 3 - SERVICE DESCRIPTION, Continued**

**3.11. LOCAL EXCHANGE - DATA SERVICES, Continued**

**3.11.3 ADSL, Continued**

**D. Responsibility of the Customer**

The customer is responsible for providing compatible customer provided equipment (CPE) that is used for connection to ADSL Service. A basic telephone line, either business or residential, is required for ADSL service.

The customer is responsible for providing the Company with the necessary information (e.g., Data Link Connection Identifier(s) (DLCI), Permanent Virtual Circuit (PVC) and/or Internet Protocol) to provision ADSL Service.

The customer ordering ADSL Service on behalf of its subscribers must obtain a letter of agency.

The customer will be responsible for obtaining permission from its subscriber(s) for the Company's agents or employees to enter the customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Company.

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**SECTION 3 - SERVICE DESCRIPTION, Continued**

**3.11. LOCAL EXCHANGE - DATA SERVICES, Continued**

**3.11.3. ADSL**

**E. Rate Regulations**

**1. Rate Elements**

A nonrecurring charge and a monthly rate apply for the installation of ADSL Service. The nonrecurring charge is also applicable when changing bandwidth.

ADSL Service is available in two service level packages, and is based on the "downstream and upstream" speeds chosen by the customer. The service levels are as follows: The Platinum Plus Package is available for multi-user applications. A customer may have multiple packages. The second service level package is Gold.

<u>Downstream</u>	<u>Upstream</u>
Up to 1.5 Mbps, guaranteed at 384 Kbps	128 Kbps
Up to 6 Mbps, guaranteed at 1.5 Mbps	384 Kbps

Data speeds set forth above are peak periods. Actual speeds may be affected by loop distance and other factors, therefore, data speeds are not guaranteed.

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**SECTION 4 – RATES AND CHARGES**

**4.1 LOCAL EXCHANGE SERVICE**

4.1.1. Service Order Charge

<u>Business</u>	<u>Residence</u>
\$35.00	\$17.50

4.1.2. Premises Visit Charge

First (per 15 minute increment)	\$19.00	\$17.00
Add'l (per 15 minute increment)	\$13.00	\$11.00

4.1.3. Restoral Charge	\$12.40	\$0.00
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4.1.4. Moves, Adds and Changes

	<u>Move</u>	<u>Change</u>
Residence, per order		
First	\$7.50	\$7.50
Additional	\$7.50	\$7.50
Business, per order		
First	\$7.50	\$7.50
Additional	\$7.50	\$7.50

4.1.5. Returned Check Fee

A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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**SECTION 4 – RATES AND CHARGES**

**4.1 LOCAL EXCHANGE SERVICE, Continued**

Trouble Isolation Charge

	<u>First</u>	<u>Additional</u>
Per Premises Visit, Residence (per 15 min. increment)	\$33.50	\$29.50
Per Premises Visit, Business	\$13.50	\$11.50

4.1.6. Local Exchange Access Line Charge

<u>Package</u>	<u>Monthly</u>	Non-recurring Charges <u>Line Install</u>
Basic Access Line	\$14.95	\$43.95

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**SECTION 4 – RATES AND CHARGES, Continued**

**4.2. ADVANCED CALLING FEATURE SERVICES**

4.2.1. Custom Calling Features

<u>Feature</u>	<u>Monthly</u>	<u>Non-recurring</u>
Call ID	\$6.00	\$0.00
Call ID with Name	\$1.50	\$0.00
Auto Callback	\$2.50	\$0.75
Call Trace	\$4.00	\$0.75
Selective Call Rejection	\$3.00	\$0.75
Call Blocking (900, 971, (974 and 700 blocking)	\$0.00	\$0.00
Three Way Conferencing	[Reserved for future use]	
Call Forwarding	[Reserved for future use]	
Call Waiting/Cancel Call Waiting	[Reserved for future use]	
Distinctive Ringing	[Reserved for future use]	
Multiline Hunting	[Reserved for future use]	
Speed Calling	[Reserved for future use]	

4.2.2. Remote Call Forwarding

	Monthly	Non-recurring Service Order	Line Connection
Per Initial Feature	\$14.50	\$17.50	\$11.00
Per Additional Feature	\$17.50	\$17.50	\$11.00

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**SECTION 4 – RATES AND CHARGES, Continued****4.3. DIRECTORY LISTINGS**

	<u>Per Use</u>
Basic Directory Listings	Free
Additional Listings	\$ 1.50
Additional Line Listings	\$ 1.50
Private Listings (No Listings or Directory Assistance)	\$ 1.75
Caption Listings	\$ 4.00
Directory Assistance Listings	\$ 0.80

**4.4. OPERATOR SERVICES**

## 4.4.1. Per Call Services and Rates

	<u>Per Call</u>
Busy Line Verification	\$1.55
Operator Verification/Interrupt Service	\$1.40
Third Number Billed	\$1.50
Collect	\$1.50
Person-to-Person	\$3.40
Station-to-Station	\$1.20
911 Emergency Service	\$0.00
Directory Assistance	
After 3 free inquiries per month	\$1.50
Directory Assistance Call Completion	\$1.50

## 4.4.2. Per Minute Rate

Per Minute  
\$0.50

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**EXHIBIT F**

**MOTION FOR PROTECTIVE ORDER**

(Attached)

**EXHIBIT G**  
**CERTIFICATE OF AUTHORITY**  
(Attached)

# State of Florida



## Department of State

I certify from the records of this office that GLOBCOM, INC., is a corporation organized under the laws of Illinois, authorized to transact business in the State of Florida, qualified on April 5, 2001.

The document number of this corporation is F01000001924.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Tenth day of April, 2001



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State