

X S P E D I U S

ORIGINAL

Xspedius Management Co., LLC
7125 Columbia Gateway Drive
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Columbia, Maryland 21046

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Director of Regulatory Affairs

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March 4, 2003

Transmittal No. 2

Ms. Blanca Bayo, Director
Commission Clerk
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

030232-TX

RECEIVED FPSC
03 MAR -6 PM 12: 30
COMMISSION
CLERK

Re: Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications F.P.S.C. No. 1

Dear Ms. Bayo:

Enclosed please find an original and two copies of revisions to Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications (Xspedius) End-User Tariff, formerly known as Xspedius Management Co. Switched Services, LLC End-User Tariff. We respectfully request that the proposed tariff revisions become effective upon the Commission's issuance of an applicable order.

With this filing, Xspedius changes its name to Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications. The End User Tariff is submitted in its entirety to reflect only the d/b/a name of the Company. Accordingly, no substantive change of any kind has been made to the tariff.

Please date stamp and return the extra copy of this filing in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions in this matter, please do not hesitate to contact me at (301) 361-4357.

Sincerely,



Edwin Reese
Director of Regulatory Affairs


Enclosure

DOCUMENT NUMBER - DATE
02262 MAR -6 8
FPSC-COMMISSION CLERK

RECEIVED & FILED

Man
FPSC-BUREAU OF RECORDS

State of Florida



Department of State

I certify from the records of this office that XSPEDIUS COMMUNICATIONS is a Fictitious Name registered with the Department of State on January 29, 2003.

The Registration Number of this Fictitious Name is G03029700129.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.



CR2EO22 (1-03)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
First day of February, 2003

Ken Detzner

Ken Detzner
Secretary of State

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO END-USER
COMMUNICATION SERVICES WITHIN
THE STATE OF FLORIDA

Issued: March 5, 2003

Effective: _____

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CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
1	First Revised *
2	First Revised *
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Issued: March 5, 2003

Effective: _____

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Issued: March 5, 2003

Effective: _____

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Effective: _____

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

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

- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved from another Price List Location
- N New
- R Change Resulting in a Reduction to a Customer's Bill
- T Change in Text or Regulation but No Change in Rate or Charge

Issued: March 5, 2003

Effective: _____

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APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications, hereinafter referred to as the Company, to customers within the State of Florida. Service is currently offered in Jacksonville, Miami, Tampa/St. Petersburg, Clearwater, Fort Lauderdale and West Palm Beach. The prices in this price list, except as noted, are for Jacksonville and prices for services other than basic service are available from the Company. (T)
(T)

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DEFINITIONS

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

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

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

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

Anonymous Call Rejection: Enables subscriber to block any oncoming calls which do not provide ANI information for display on a Caller ID unit.

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

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

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

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

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

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

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DEFINITIONS

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

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

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

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

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

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

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DEFINITIONS

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

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

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

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

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

Company or XMC: Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications, the issuer of this price list. (T)
(T)

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

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

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

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DEFINITIONS

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

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

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

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

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

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

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

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

IdentiRing: Enable subscriber to have two telephone numbers associated with a single line. A distinctive ringing pattern will be provided for each additional telephone number to facilitate the identification of incoming calls.

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

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DEFINITIONS

Kbps: Kilobits per second, denotes thousands of bits per second.

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

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

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

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

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

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

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DEFINITIONS

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

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

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

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

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

Three-Way Conference Calling/Call Transfer: *Three way conference calling* allows the customer to have a conference call with two other parties at different numbers. With this service, the customers can initiate calls to both parties or add another party to an established call. Customer depresses the flash hook receives a second dialtone and dials the number, depressing the flash hook again connects all three parties. *Call Transfer* allows the customer to transfer another party to another number. Customer presses the flash hook, receives a second dialtone and dials the number the call is to be transferred to. Customer hangs up immediately or introduces the call and hangs up.

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

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

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DEFINITIONS

User Transfer/conference Call/Call Pick-up/Call Hold: *Transfer* allows user to transfer any incoming call to another line within or outside the system. *Conference calling* allows user to hold an in progress call and complete a second call while maintaining privacy from the first call or the user may add the previously held call into a 3-way conference call. *Call Pick-up* allows user to answer a call, which has been directed to another line in the system, by dialing a code. *Call Hold* allows user to place any established call on hold by depressing the flash hook and dialing a code. Line is free to perform other functions.

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

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

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this price list; or
 - 2) the Customer is using the service in violation of the law.
- F) This price list shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.
- G) No company may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

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

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

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

Issued: March 5, 2003

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**
- J) With respect to directory listings, the Company's liability shall be limited to the provisions of Section 6.1.1, and the further limitations provided in this Section.
- K) The Company's Year 2000 readiness depends on the readiness of numerous third parties, including third party vendors, whose Year 2000 readiness the Company cannot control. Due to the interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for Year 2000 failures caused by circumstances beyond its control, including, but not limited to failures caused by: 1) the Customer; 2) other telecommunications provider; 3) customer premises equipment; or 4) suppliers of hardware, software, data and other equipment and supplies.

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Effective: _____

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

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

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction (Cont'd)

- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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2.2 Prohibited Uses

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

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REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this price list;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

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REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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

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REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers that are applicable to such connections.
- C) Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

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

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

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REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A) Taxes

The Customer is responsible for payment of any universal service, sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. (T)

2.5.2 Billing and Collection of Charges

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

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- F) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

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

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D) Deposits held will accrue interest at a rate in accordance with the rules of the Florida Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- A) Upon the use of service or facilities for calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another, the Company may immediately discontinue service without incurring any liability.
- I) The Company reserves the right to cancel any contract for service with, and to discontinue service to, any person who uses or permits the use of obscene, profane or grossly abusive language over, or by means of, the Company's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

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

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

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

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

C) (Cont'd)

Interruptions of 24 Hours or Less

Length of Interruption

Interruption Period To Be Credited

12 hours up to but not including 15 hours

4/5 Day

15 hours up to but not including 24 hours

One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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

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

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

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

Issued: March 5, 2003

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2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

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

2.7.2 Joint Use Arrangements

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

Issued: March 5, 2003

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2.8 Cancellation of Service

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

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

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

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Effective: _____

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2.9 Transfers and Assignments

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

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

2.10 Notices and Communications

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

Issued: March 5, 2003

Effective: _____

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REGULATIONS

2.10 Notices and Communications (Cont'd)

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

2.11 Operator Services Rules

- A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - (a) the operator service provider's name and address;

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REGULATIONS

2.11 Operator Services Rules (Cont'd)

A) (Cont'd)

- (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.
- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

Issued: March 5, 2003

Effective: _____

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REGULATIONS

2.11 Operator Services Rules (Cont'd)

B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator assisted communications services shall not take any, action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

Issued: March 5, 2003

Effective: _____

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APPLICATION OF RATES

3.1 Introduction

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

3.2 Charges Based on Duration of Use

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

- A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

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APPLICATION OF RATES

3.3 Rates Based Upon Distance

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

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

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APPLICATION OF RATES

3.3 Rates Based Upon Distance (Cont'd)

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

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

$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

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SERVICE AREAS

4.1 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following designations are provided in the following areas:

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.1 General

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

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this price list;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

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

The following Exchange Access Services are offered:

Basic Local Exchange
Basic Exchange Analog Trunk Service
Basic Exchange Digital Trunk Service
DID Trunk Service

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EXCHANGE ACCESS SERVICE

5.2 Basic Exchange Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

Touch Tone

Basic Exchange Line Service is also available with various calling features and options. Customers wishing to purchase single calling features may order those desired from 5.10 below. Non-recurring and monthly recurring rates per Basic Line apply as follows:

	<u>Non-Recurring</u>	<u>Recurring</u>
Basic Business Local Exchange Service^{††}		
Jacksonville		
first line	\$50.00	\$25.00
each additional line	\$10.75	\$25.00
Miami, Fort Lauderdale, West Palm Beach		
first line	\$50.00	\$26.00
each additional line	\$10.75	\$26.00
Tampa/St. Petersburg, Clearwater		
each line	\$ 0.00	\$26.75
 Basic Business Line Outbound Only^{††}		
Miami, Fort Lauderdale, West Palm Beach		
first line	\$50.00	\$26.00
each additional line	\$10.75	\$26.00

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

5.3 [RESERVED FOR FUTURE USE]

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5.4 [RESERVED FOR FUTURE USE]

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Xspedius Management Co. Switched Services, LLC
d/b/a Xspedius Communications

F.P.S.C. Price List No. 1
First Revised Sheet 65 (T)
Cancels Original Sheet 65

5.5 [RESERVED FOR FUTURE USE]

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Effective: _____

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EXCHANGE ACCESS SERVICE

5.6 Basic Exchange Trunk Service

Basic Exchange Trunk Service provides a Customer with a single, voice-grade, analog telephonic communications channel that can be used to place or receive one call at a time. Basic Exchange Analog Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Trunks.

Basic Local

Exchange Analog Trunk Service ^{††}

-Per Trunk	<u>Non-Recurring</u>	<u>Recurring</u>
Tampa/St. Petersburg, Clearwater	\$62.00	\$46.75
[Subvoice Grade Local		
Channel (OPX service)]	\$ 0.00	\$19.00
[Central Office to Customer]	\$ 0.00	\$ 1.35
[Customer to Customer]	\$ 0.00	\$23.25
Jacksonville	\$50.00	\$42.75
Miami, Fort Lauderdale, West Palm	\$84.00	\$44.50
Beach		

5.7 Basic Exchange Digital Trunk Service

Basic Exchange Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps that is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

EXCHANGE ACCESS SERVICE

5.7 Basic Exchange Digital Trunk Service

Basic Trunks may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Sections 5.8. The price shown below is based on the number of channels activated on the digital transport facility and upon the distance of the transport facility. The price shown below is based on the number of channels ordered and includes the price of transport, voice feature activation, Network Access Register charges and similar charges tariffed separately in other tariffs.

Jacksonville, Miami, Fort Lauderdale, West Palm Beach

Digital PBX Trunk Pricing^{††}	Non-Recurring Charge	Recurring Charge
Digital PBX Charge (per T1)	\$200.00	\$190.00
Digital PBX Trunk Charge (per channel)	n/c	\$15.50
Voice Activation Channel Charge(per channel)	\$6.50	\$4.50
Digital PBX Transport: first 1/2 mile(per T1)	\$315.00	\$87.00
Digital PBX Transport: additional 1/2 mile(per T1)	n/c	\$39.00
Pulsing (per channel)	\$0.00	\$6.00

Tampa/St. Petersburg, Clearwater

Digital PBX Trunk Pricing^{††}	Non-recurring Charges	Monthly Recurring Charges
DCS Charge (per DS1)	\$ 522.00	\$ 243.00
Channel Charge (per charge)	\$ 30.50	\$ 27.95

^{††} - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

EXCHANGE ACCESS SERVICE

5.8 DID Trunk Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.6 and 5.7, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

Jacksonville

DID Trunk Service	Non-Recurring Charge	Recurring Charge
Each block of 20 DID numbers (per block)	\$ 0.00	\$ 3.50
Each block of 100 DID numbers	\$ 0.00	\$ 0.45
DID trunk termination (inward/combo)	\$81.00	\$14.00

Miami, Fort Lauderdale, West Palm Beach

DID Trunk Service	Non-Recurring Charge	Recurring Charge
DID trunk termination (inward/combo) per trunk	\$ 81.00	\$ 19.50
Block of 20 DID number (per block)	\$ 13.50	\$ 3.50
Block of 100 DID numbers(Metro service providers only)	\$ 0.00	\$ 0.45

⁺⁺ - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

EXCHANGE ACCESS SERVICE

5.8 DID Trunk Service (cont'd)

Tampa/St. Petersburg, Clearwater

DID Trunk Service	Non-Recurring Charge	Recurring Charge
DID 80 numbers or less		
1 st block of 20 DID	\$495.00	\$ 90.00
Each additional block of 20 DID	\$ 18.00	\$ 90.00
DID - 200 numbers or less		
1 st block of 100 DID	\$495.00	\$396.00
Each additional block of 100 DID	\$396.00	\$321.00
1 st block of 20 DID	\$396.00	\$ 72.00
Each additional block of 20 DID	\$ 18.00	\$ 72.00
200 numbers or more		
Each block of 100 DID	\$ 49.50	\$ 39.50

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.9 Hunt/Grouping Service

Hunting Service is a combination of two or more trunks or individual lines connected to the central office so that incoming calls overflow to the next available trunk or line if that trunk or line is busy. The charge for Hunting Service on trunks and lines is in addition to the regular trunk or line rate and charged on a per-line/trunk basis.

Hunting:

	<u>Jacksonville</u>	Miami, West Palm Beach, <u>Fort Lauderdale</u>	Tampa/ St. Petersburg, <u>Clearwater</u>
Non-Recurring	\$33.00	\$33.00	\$33.00
Recurring (monthly)	\$ 8.25	\$ 8.75	\$9.75

Analog PBX Trunk Service with Hunting:

	<u>Jacksonville</u>	Miami, West Palm Beach, <u>Fort Lauderdale</u>	Tampa/ St. Petersburg, <u>Clearwater</u>
Non-Recurring	\$33.00	\$34.00	\$62.00
Recurring (monthly)	\$ 8.25	\$ 8.75	\$ 9.75

Digital PBX Trunk Service with Hunting:

	<u>Jacksonville</u>	Miami, West Palm Beach, <u>Fort Lauderdale</u>	Tampa/ St. Petersburg, <u>Clearwater</u>
Non-Recurring	\$ 0.00	\$ 0.00	\$ 0.00
Recurring (monthly)	\$ 0.00	\$ 0.00	\$ 0.00

5.10 CLASS (Custom Local Area Signaling Service) Features

CLASS features are available to subscribers of Basic Business Exchange Line on an "a la carte" basis, if the customer does not wish to purchase the option packages outlined in 5.3, 5.4, 5.5.

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

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

Call Block - provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

Call Selector - provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers.

^{††} - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

EXCHANGE ACCESS SERVICE

5.10 CLASS (Custom Local Area Signaling Service) Features (cont ' d)

Call Tracing - enables the customer to initiate an automatic trace of the last call received.

Call Transfer - customer presses the flash hook, receives second dialtone and dials number N existing call is to be transferred to. Customer may hang-up immediately or introduce call and then hang-up.

Caller ID Name Delivery - displays the name and number of the calling party on a special display telephone or display unit.

Caller ID Number Delivery - displays the number of the calling party on a special display telephone or display unit.

Directory Number Privacy - allows customer to prevent the their name and number from appearing on the called party's Caller ID telephone or display unit. Privacy feature must be activated by customer on a call by call basis.

Preferred Call Forwarding - allows the customer to transfer up to six selected numbers to another telephone number.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.10 CLASS (Custom Local Area Signaling Service) Features (cont ' d)

Pricing:

Non-Recurring

For each CLASS Feature-except
Directory Number Privacy, Automatic Recall Blocking, Automatic Call Back
Blocking, Caller ID Block
(Jacksonville, Miami, Tampa/St. Petersburg, Clearwater,

Fort Lauderdale, West Palm Beach) \$33.00

	<u>Recurring</u>		
	Jacksonville	Miami, Fort Lauderdale, West Palm Beach	Tampa/ St. Petersburg, Clearwater
Automatic Call Back	\$4.00	\$4.85	\$5.40
Automatic Recall	\$4.00	\$4.85	\$5.40
Call Block	\$4.00	\$3.60	\$5.40
Automatic Recall Blocking	N/A	\$0.00	N/A
Caller ID Name Delivery	\$9.00	\$9.25	\$10.35
Caller ID Number Delivery	\$6.75	\$8.10	\$9.00
Directory Number Privacy	No Charge	No Charge	No Charge
Preferred Call Forwarding	\$4.00	\$ 4.85	\$3.15
Automatic Call Back Blocking	N/A	\$ 0.00	N/A
Call Selector	\$4.00	\$ 4.50	N/A
Call Tracing	\$4.00	\$ 4.50	N/A
Caller ID Block (per Line)	N/A	\$ 0.00	N/A

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.11 Business Custom Services (BCS)

Description:

Customers can choose from following custom services as additional features which can be added to Basic Business Line Exchange service on an "a la carte" basis.

Call Forwarding Variable - allows subscribers to redirect all incoming calls to another telephone number. This service uses a courtesy call so the customer can notify the party at the "forward to number" that calls are going to be redirected to their number.

Call Forwarding Busy Line - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers line is busy.

Call Forwarding Don't Answer - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers telephone is not answered within a specified amount of time.

Remote Activation of Call Forwarding - allows the customer to activate or deactivate Call Forwarding Variable from a telephone other than the one to which the service is assigned.

Remote Call Forwarding - automatically redirects all incoming calls to a customers number to a pre-designated number.

Call Waiting Terminating - alerts the customer to an incoming call while the line is in use . The service signals the customer with two separate tones or tone patterns. The customer is able to place the first party on hold while he/she takes the second call. The customer can switch back and forth between the two parties by flashing the switch hook.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.11 Business Custom Services (BCS)

Cancel Call Waiting - allows the customer to cancel the Call waiting feature on a call by call basis. This can be done before the customer places a call or during a conversation (if the customer also subscribes to Three Way Calling).

Three Way Conference Calling - allows customers to have a conference call with two other parties at different numbers. With this service the customer can initiate calls to both parties or add another party to an established call.

Speed Calling 30 - allows the subscriber to assign 1 or 2 digit dial codes for telephone numbers and/or access codes. Up to 30 codes can be assigned.

Anonymous Call Rejection - Enables a customer to reject call attempts for up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

Indentring - Allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

Call Forwarding Multi-Path - Enables multiple calls to be forwarded to another number simultaneously.

Calling Number Delivery Blocking - Enables the customer to block the transmission of the customer's name and or number on all outgoing calls.

Selective Class of Call Screening - Enables a customer to secure central office blocking of 1+, 101XXXX 1+, 10XXX 1+, 976, 900, and screening information to prevent operator assisted calls from being billed to the subscriber's line. All local calls and calls to Company numbers such as repair service, Directory Assistance Service and public emergency service numbers such as 911 will be permitted from the establishment. Selective Class of Call Screening is available only from central offices which have been arranged to provide these services. This service is provided subject to the availability of facilities. This service is furnished in connection with local business and residence line service and PBX Trunk Service. Subscribing to this service does not relieve the subscriber of responsibility for calls, other than intraLATA calls carried by the Company, which originate from his number. Failure of other long distance providers to act on the information digits passed to them could result in charges being placed on the subscriber's number.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.11 Business Custom Services (BCS)^{††} (cont'd)

Pricing:

Non-Recurring

Each BCS Feature - except for Anonymous
Call Rejection, Call Forwarding Multipath,
Selective Class of Call Screening
(Jacksonville, Miami, Tampa/St. Petersburg,
Clearwater, Fort Lauderdale, West Palm Beach) \$33.00

Recurring

	<u>Jacksonville</u>	<u>Miami, West Palm Beach Fort Lauderdale</u>	<u>Tampa/ St. Petersburg, Clearwater</u>
Call Forwarding Variable	\$ 3.20	\$ 3.00	\$ 3.60
Call Forwarding Busy Line	\$ 2.90	\$ 1.10	\$ 1.10
Call Forwarding No Answer	\$ 2.90	\$ 1.10	\$ 1.10
Remote Activation of CFV	\$ 6.50	\$ 7.00	\$ 7.00
Remote Call Forwarding	\$18.50	\$10.80	\$14.00
Call Waiting Terminating	\$ 5.20	\$ 3.00	\$ 4.50
Three Way Conference Calling	\$ 3.35	\$ 3.20	\$ 3.60
Speed Calling 30	\$ 4.50	\$ 4.85	\$ 5.00
IndentiRing	\$ 9.00	\$ 5.00	\$ 8.10
Anonymous Call Rejection	\$ 3.15	\$ 3.15	N/A
Three-way Calling	N/A	\$ 5.00	N/A
Call Transfer	N/A	\$ 4.50	N/A
Call Forwarding Multipath	N/A	\$ 3.00	N/A
Selective Class of Call Screening	\$ 1.35	\$ 1.35	N/A

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Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI

5.12.1 Description of Service

ISDN PRI service provides a method of access to the telephone network called Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DSI access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's CPE to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

ISDN PRI service is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. XMC shall not be responsible if changes in any of the equipment, operations or procedures of XMC utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Individual Case Basis pricing will be available for on-network customers or for customers agreeing to term plans. Busy line verification and Emergency Interrupt service is not available for ISDN PRI services.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.1 Description of Service (cont'd)

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the ISDN PRI service subscriber. Resale of this information is prohibited by this Price list except the callers' numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DSI's over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to nineteen ISDN PRI configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DSI arrangements.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.1 Description of Service (cont'd)

5.12.1.1 Application of Rates

ISDN PRI service lines furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first 2 miles and each additional 2 mile for the airline distance measured between the customer's premises and the customer's Serving Wire Center. ISDN PRI service rates under any Term Payment Plan are exempt from XMC initiated changes for the payment period selected. Rates in effect at the time service is installed and/or of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period at current rates or revert to current rates on a month-to-month basis. ISDN features are priced at a per channel rate unless otherwise specified.

5.12.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.1 Description of Service (cont' d)

5.12.1.2 Service Components (cont'd)

The required components of ISDN PRI service will be as follows:

Digital Loop Channels
Primary Rate Interface
Primary Rate B Channels
Call-by-Call / Integrated Service Access Feature Capability
Network Access and Usage Charges where applicable

Digital Loop Channels - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).

Interoffice Channels - Provides for the transmission facilities between XMC servicing wire centers with a LATA.

Primary Rate Interface - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.1 Description of Service (cont'd)

5.12.1.2 Service Components (cont'd)

Primary Rate B Channels - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

Call-by-Call / Integrated Service Access Feature Capability - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI Pricing ^{††}(cont'd)

ELEMENT	INSTALL	RECURRING
ISDN/PRI (per DS1) Tampa/St. Petersburg, Clearwater	\$ 0.00	\$495.00
ISDN Access line (per DS1)		
Miami	\$787.00	\$126.00
Fort Lauderdale	\$787.00	\$126.00
Jacksonville	\$787.00	\$126.00
West Palm Beach	\$787.00	\$126.00
Primary Rate Interface		
PRI subscriber line (per DS1) Tampa/St. Petersburg, Clearwater	\$623.00	\$225.00
Each additional PRI subscriber line (per DS1) Tampa/St. Petersburg, Clearwater	\$492.00	\$138.00
Call by Call Service (per DS1) Jacksonville	\$ 0.00	\$ 18.00
ISDN B Channels (per Channel) -		
Voice		
Miami	\$ 4.50	\$ 43.50
Fort Lauderdale	\$ 4.50	\$ 43.50
Jacksonville	\$ 4.50	\$ 43.50
West Palm Beach	\$ 4.50	\$ 43.50
Tampa/St. Petersburg, Clearwater	\$ 0.00	\$ 22.00
Digital Data Only		
Miami, Fort Lauderdale, Jacksonville West Palm Beach	\$ 4.50	\$ 22.05
Tampa/St. Petersburg, Clearwater	\$ 45.00	\$ 36.75
Inward Data Only		
Miami, Fort Lauderdale, Jacksonville West Palm Beach	\$ 4.50	\$ 26.10
Tampa/St. Petersburg, Clearwater	\$ 45.00	\$ 27.75
ISDN Interface		
Voice		
Jacksonville	\$ 99.00	\$360.00
Miami	\$ 99.00	\$360.00
Fort Lauderdale	\$ 99.00	\$360.00
West Palm Beach	\$ 99.00	\$360.00

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)^{††}
Pricing (cont'd)

Elements	Non-recurring	Recurring
Digital Data Only		
Jacksonville	\$ 99.00	\$360.00
Miami	\$ 99.00	\$360.00
Fort Lauderdale	\$ 99.00	\$360.00
West Palm Beach	\$ 99.00	\$360.00
Inward Data Only		
Jacksonville, Miami, Fort Lauderdale	\$ 99.00	\$360.00
West Palm Beach		
Network Access Register (per channel)		
Jacksonville, Ft. Lauderdale,		
Miami and West Palm Beach	\$ 0.00	\$ 14.25
Caller ID (per channel)		
Jacksonville, Ft. Lauderdale,		
Miami and West Palm Beach	\$ 0.00	\$ 18.00
Pulsing (per channel) Jacksonville, Ft. Lauderdale,		
Miami and West Palm Beach	\$ 0.00	\$ 6.00
Digital Transport		
per mile (per DS1)		
Tampa/St. Petersburg, Clearwater	\$ 0.00	\$ 13.50
first ½ mile (per DS1)		
Jacksonville, Ft. Lauderdale, Miami and	\$315.00	\$ 87.00
West Palm Beach		
each additional ½ mile (per DS1)		
Jacksonville, Ft. Lauderdale, Miami and	\$ 0.00	\$ 39.00
West Palm Beach		
Direct Inward Dial Service		
DID channel Termination (per channel)		
Miami	\$ 81.00	\$ 19.50
Fort Lauderdale	\$ 81.00	\$ 19.50
Jacksonville, West Palm Beach	\$ 81.00	\$ 19.50
Block of 20 DID numbers		
Miami, Ft. Lauderdale, Jacksonville and		
West Palm Beach (per block)	\$ 13.50	\$ 3.50
Block of 100 DID numbers	\$ 0.00	\$ 0.45
Tampa/St. Petersburg, Clearwater		
DID - 80 numbers or less		
1 st block of 20 DID numbers	\$495.00	\$ 90.00
Each Additional block of 20 DID	\$ 18.00	\$ 90.00
DID - 200 numbers or less		
1 st block of 100 DID	\$495.00	\$396.00
Each additional block of 100 DID	\$396.00	\$321.00
1 st block of 20 DID	\$396.00	\$ 72.00
Each additional block of 20 DID	\$ 18.00	\$ 72.00
200 numbers or more		
Each block of 100 DID	\$ 49.50	\$ 39.50

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Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.3 Termination Liability

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number months remaining in the contract times the monthly rate provided under the contract. All end-user federal, state and local taxes and surcharges will be levied at existing tariff rates.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13 Payphone

5.13.1 Description of Service

- A. Product Definition - Access line service for Payphone Service Providers (PSPs) is an exchange line service provided at the request of a subscriber for telecommunications use by the general public.
1. This access line service is provided on a flat rate basis.
 2. This access line service is provided for use with customer-provided noncoin-operated public telephones or customer-provided coin-operated public telephones.
 3. Completion of local message is provided by the Company.
 4. The subscriber shall be responsible for installation, maintenance and operation of customer-provided public telephones used in connection with this service.
 5. Customer-provided public telephones must be connected to the Company network in compliance with Part 68 of the F.C.C. Rules and Regulations.
 6. The service is furnished pursuant to and on the condition that the PSP will adhere to all applicable regulations.
 7. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to provisions of this tariff.
 8. This service is not subject to concessions.
 9. This service may not be suspended at a reduced rate.
 10. Access line service for customer-provided public telephones can not be included on accounts containing other classes of service. A separate account is required for this offering at each location.
 11. The access lines may include an optional screening feature to prevent the operator from allowing toll charges against the subscriber's line. The operator cannot perform coin collecting functions.
 12. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated public telephones.
 13. Customer-provided public telephones may not be attached to other types of access lines, absent express approval of the Company.
 14. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13 Payphone (cont'd)

5.13.1 Description of Service (cont'd)

15. The following public service considerations are applicable to Customer-Provided Public Telephones:

- a. All customer-owned instruments must be registered under Part 68 of the F.C.C. Regulation Program to be connected to the Exchange Network.
- b. The instruments must be able to accommodate the hearing impaired and handicapped persons.
- c. The instruments must be installed in compliance with the National Electrical Safety Code.
- d. There shall be no charge to the end user for Directory Assistance calls dialed (1+411 and 1+555-1212) from a customer-provided public telephone.
- e. Non-chargeable Operator, 911 and 800/888 numbers, must be able to be made without a coin deposit, and with no time limitation.
- f. Emergency numbers, (Operator Assistance and 911) must be clearly posted at each instrument location
- g. Procedures for obtaining a refund from the owner must be clearly posted at each instrument location.
- h. The instrument must have any and all operating instructions posted thereon.
- i. Coins must be returned by the instruments for any incomplete calls.
- j. All repairs shall be performed on the instruments, with a reasonable amount of time, the responsibility of which is place upon the owner of the telephone.
- k. A subscriber must order a separate public access line for each instrument installed and will be billed the tariffed rate for each such access line.
- l. In order to protect the public access line user's right to privacy, the customer-provided instrument must be capable of disabling any extension telephone also on the line during the time the public telephone is in use.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13 Payphone (cont'd)

5.13.1 Description of Service (cont'd)

16. For customers subscribing to Caller ID, if the incoming call originates from a customer-provided public telephone, the name information transmitted will always be "Pay Phone".
17. The instrument must display information on the name, address and telephone number of the person or entity responsible for the payphone where callers can obtain assistance when problems occur with pay telephone service. PSPs shall provide and post on or near the payphone;
 - a. The name and phone number of the owner of the instrument
 - b. A cost free method for reporting complaints and obtaining refunds.
18. Access lines to this service must be dedicated with one line for each station and shall not be connected behind a PBX or other line concentration device.
19. PSPs that provide access to long-distance services shall:
 - a. Allow access to all certified long-distance carriers through 1-700, 1-800, 1-888, 1-950, 10XXX, or 101XXXX dialing. Access to the services of long distance carriers shall not be blocked or intercepted by PSP or traffic aggregators. Such calls shall be routed to the network as dialed by the end user.
 - b. Allow access to Company operators. All "0-" calls and "0+" local calls shall be directed to the incumbent local exchange company.. Such calls shall be routed to the network as dialed by the end user.
 - c. Not accept calling cards for billing purposes if they are unable to validate the call.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13 Payphone (cont'd)

5.13.1 Description of Service (cont'd)

B. Rates and Charges -

1. The Business Flat Rate service monthly rate for the exchange is applicable to PSP access exchange lines.
2. The subscriber is responsible for Directory Assistance service charges.
3. Directory Listings are not available for public telephone access lines.
4. Non-sent paid local calls will be charged to the end users plus the appropriate operator surcharges.
5. Non-sent paid calls into the Expanded Local Calling area (intraLATA) will be charged to the end user plus the appropriate operator surcharges.

C. Special Arrangements

Special Arrangements are available with the approval of the Company

D. Local Calling Area

The local calling area (LCA) is the area in which an end user can make calls and not pay for intraLATA or interLATA charges.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13 Payphone (cont'd)

5.13.1 Description of Service(cont'd)

F. Billing

1. XMC will invoice the customer for one Basic Line Charge, one FCC EUCL charge, one Telecom Relay charge, one E911 charge, and any other applicable taxes and surcharges for each Basic PSP line.
2. XMC will invoice for all optional features and all IntraLATA toll usage, where appropriate.
3. Optional Billing Output (currently in testing phase): XMC can provide a customer's invoice on CD-ROM. Customer will be charged a one time setup fee and a monthly recurring charge. Customer may also be charged for any requested development changes to the CD-ROM format.

G. Sales

1. Market Serving Area - The market serving area (MSA) will remain the same for both resale and retail. No sales of payphones which are outside the current MSA will be supported.
2. Dispute Resolution - Account Executives and General Managers will perform account management function and acts as direct interface with the PSP. XMC Customer Care will not provide specialized support of PSPs.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13 Payphone (cont'd)

5.13.2 Select Calling Plans (Tampa)

1. Public telephone access service with extended calling service charges- Hillsboro (Tampa, Brandon, Lutz).
2. Public telephone access service with extended calling service charges – Pinellas Count (Clearwater, St. Petersburg).
3. Public telephone access service with extended calling service charges – Zephyrhills (Pasco).
4. Public telephone access service with extended calling service charges – New Port Richey (Port Richey, Pasco).

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13 Payphone (cont'd)

5.13.3 Central Office Blocking Features (Tampa)

- A. Option 1 – Two-Way Service. Provides central office blocking of “011+1DDD”, “1+900” and “1+976” calls. Provides screening information to the operator to prevent operator assisted, sent-paid calls from being billed to the line.
- B. Option 2 – Outward Only Service. Provides central office blocking of “011+1DDD”, “1+900” and “1+976” calls. Provides screening information to the operator to prevent operator assisted, sent-paid calls from being billed to the line.
- C. Option 3 – Two-Way Service. Provides screening information to the operator to prevent operator assisted, sent-paid calls from being billed to the line.
- D. Option 4 – Two-Way Service. Provides screening information to the operator to prevent operator assisted, sent-paid calls from being billed to the line.
- E. Option 5 – Option 1 Two-way Service. Provides central office blocking of “1+DDD”, “011+1DDD”, “10XXX 1+”, “1+900”, “1+270” and “1+976” calls. Provides screening information to the operator to prevent operator assisted, sent-paid calls from being billed to the line.
- F. Option 6 – Outward Only Service. Provides central office blocking of “011+DDD”, “1+DDD”, “10XXX011+”, “101XXXX011+”, “1+270”, “1+900” and “1+976” calls. Provides screening information to the operator to prevent operator assisted, sent-paid calls from being billed to the line.
- G. Option 7 – Two-Way Service. Provides central office blocking of “011+1DDD” and “01+” calls. Provides screening information to the operator to prevent operator assisted, sent-paid calls from being billed to the line.
- H. Option 8 – Outward Only Service. Provides central office blocking of “011+1DDD”, and “01+” calls. Provides screening information to the operator to prevent operator assisted, sent-paid calls from being billed to the line.
- I. Option 9 - Two-Way Service. Provides central office blocking of “1+DDD”, “011+1DDD”, “10XXX ”, “1+900”, “1+270” and “1+976” calls. Provides screening information to the operator to prevent operator assisted, sent-paid, credit card or third number calls from being billed to the line.
- K. Option 10 – Outward Only Service. Provides central office blocking of “1+DDD”, “011+1DDD”, “10XXX”, “1+270”, “1+976”, and “1+900” calls. Provides screening information to the operator to prevent operator assisted, sent-paid, credit card or third number calls from being billed to the line.

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13.2 **Pay Phone Pricing:**
(Fort Lauderdale, Jacksonville, Miami)

	<u>Non Recurring</u>	<u>Monthly Recurring</u>
<ul style="list-style-type: none">• Two-Way Provides screening information to the operator to prevent operator assisted sent paid calls from being billed to the line, provides central office blocking of 011+calls. 011+blocking provides central office blocking of calls to numbers outside the North American Numbering Plan. 976 blocking is mandatory and the access line feature options which do not offer central office blocking of 900 calls, this feature is available at the request of the subscriber. Excluding services w/ Local Calling Plus and Extended Calling Areas or	\$50.00	\$25.00
<ul style="list-style-type: none">• Two-Way Provides central office blocking of 1+DDD, 1+900 and 011+calls, provides screening information to the operator to prevent operator assisted sent paid calls from being billed to the line. 011+ blocking provides central office blocking of calls to numbers outside the North American Numbering Plan Excluding services w/ Local Calling Plus and Extended Calling Areas or	\$50.00	\$25.00
<ul style="list-style-type: none">• Outward Only Provides central office blocking of 1+DDD, 1+900 and 011+calls, provides screening information to the operator to prevent operator assisted sent paid calls from being billed to the line. 011+ blocking provides central office blocking of calls to numbers outside the North American Numbering Plan. 976 blocking is mandatory. This option is only provided for placement in correctional institutions, schools, hospitals and other locations which the Public Service Commission may grant a specific exemption or	\$50.00	\$25.00

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Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13.2 Pay Phone^{††} Pricing (cont'd):

(Fort Lauderdale, Jacksonville, Miami)

	<u>Non Recurring</u>	<u>Monthly Recurring</u>
<p>• Outward Only Provides screening information to the operator to prevent operator assisted sent paid calls from being billed to the line, provides central office blocking of 011+calls. 011+blocking provides central office blocking of calls to numbers outside the North American Numbering Plan. 976 blocking is mandatory and the access line feature options which do not offer central office blocking of 900 calls, this feature is available at the request of the subscriber. This option is only provided for placement in correctional institutions, schools, hospitals and other locations for which the Public Service Commission may grant a specific exemption. Excluding services with Local Calling Plus and Extended Calling Services or</p>	\$50.00	\$25.00
<p>• Two-Way Provides central office blocking of 7 digit local, 1+DDD, 1+900, and 011+ calls, provides screening information to the operator to prevent operator assisted sent paid calls from being billed to the line. 011+ blocking provides central office blocking to numbers outside the N. American Numbering Plan 976 blocking is mandatory. Excluding services w/ Local Calling Plus and Extended Calling Areas or</p>	\$50.00	\$25.00
<p>• Outward Only Provides central office blocking of 7 digit local, 1+DDD, 1+900, and 011+ calls, provides screening information to the operator to prevent operator assisted sent paid calls from being billed to the line. 011+ blocking provides central office blocking of calls to numbers outside the North American Numbering Plan. 976 blocking is mandatory. This option is only provided for placement in correctional institutions, schools, hospitals and other locations for which the Public Service Commission may grant a specific exemption. Excluding services with Local Calling Plus and Extended Calling Areas.</p>	\$50.00	\$25.00

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Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS SERVICE

5.13.2 **Pay Phone Pricing^{††}** (cont'd):
(Tampa)

		<u>Non</u> <u>Recurring</u>	<u>Monthly</u> <u>Recurring</u>
Required:			
• Pay Phone Flat Rate			
Newport	or	\$31.50	\$25.09
Pinellas	or	\$31.50	\$27.10
Zephyrhill	or	\$31.50	\$24.10
Hillsboro	or	\$31.50	\$27.10
All other counties		\$31.50	\$26.11
Pay Phone Flat Rate Service Extended Calling area			\$1.70
Optional			
Features:			
• Pay Phone Central Office Blocking			
Option 1			\$1.70
Option 2			\$1.70
Option 3			\$0.85
Option 4			\$0.85
Option 5			\$2.56
Option 6			\$2.56
Option 7			\$1.70
Option 8			\$1.70
Option 9			\$2.56
Option 10			\$2.56
• Pay Phone Number Screening			
Option A - no collect or third number billing			\$0.90
Option b - no third number billing			\$0.90
Option C - no collect number billing			\$0.90

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Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

Rates:	<u>Non-Recurring</u>		
	<u>Each Additional Listing</u>	<u>Non List</u>	<u>Non Publish</u>
Jacksonville	N/C	N/C	N/C
Miami, Fort Lauderdale	\$16.00	N/C	N/C
Tampa/St. Petersburg, Clearwater	N/C	N/C	N/C
	<u>Recurring</u>		
	<u>Each Additional Listing</u>	<u>Non List</u>	<u>Non Publish</u>
Jacksonville	\$1.25	\$.80	\$1.75
Miami, Fort Lauderdale, West Palm Beach	\$1.20	\$.80	\$1.75
Tampa/St. Petersburg, Clearwater	\$1.25	\$1.10	\$2.00

6.1.1 Directory Assistance

(Call Allowance - 3 calls for all Cities)

	<u>Recurring</u>	
	<u>Each Additional over 3 per month</u>	<u>Call Completion</u>
Jacksonville	\$0.25	\$0.30
Miami, Fort Lauderdale, West Palm Beach	\$0.25	\$0.30
Tampa/St. Petersburg, Clearwater	\$0.40	\$0.45

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings (Cont'd)

6.1.1 Directory Errors or Omissions

Consistent with Section 2.1.9, the Company's liability arising from any and all errors in, omissions or erroneous inclusions of directory listings shall be limited to and satisfied by a refund not exceeding the amount of the directory listing charges for such of the Customer's service as is affected during the period covered by the directory in which the error or omission occurs.

In the event of an error in or omission of a Customer directory listing from the Yellow Pages or White Pages, the Company shall, in addition to the refund, if any, and subject to the limitations provided herein, credit the Customer's basic business telephone charges during the service life of the directory in which the omission occurred.

Credit to Customer: \$1.00 per month

The Company shall not be liable for any act or omission of the Customer or any other company or companies with respect to errors in, omissions or erroneous inclusions of directory listings.

Issued: March 5, 2003

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EXCHANGE ACCESS OPTIONAL FEATURES

6.2 Main Number Retention^{††}

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

Rates	Non-Recurring	Recurring
per retained number	No Charge	No Charge
per retained vanity number	\$14.50	\$3.50

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EXCHANGE ACCESS OPTIONAL FEATURES

6.3 Authorization Codes

This option restricts calls from being made unless the correct authorization code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes. Two options are available

Provisioning Considerations:

Option A: Local calling only/ no operated assisted calls/ No information services, restricts the following:

Operator O +
Operator 0 -
DDD 1+
1+900
1+976
976
IDDD 011+
1+555-1212
1+NPA-555-1212

Option B: No operated assisted calls and information services, restricts the following:

Operator O +
Operator 0 -
1+900
1+976
976
1+555-1212
1+NPA-555-1212

Issued: March 5, 2003

Effective: _____

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EXCHANGE ACCESS OPTIONAL FEATURES

6.3 Authorization Codes^{††} (cont'd)

Pricing:

Miami, Fort Lauderdale, Jacksonville, West Palm Beach:

	<u>Non-recurring</u>	<u>Monthly Recurring</u>
Authorization Codes		
Option A Business Line, ea.	\$33.00	\$ 3.75
Option A PBX Trunk, ea.	\$33.00	\$ 3.75
Option B Business Line, ea.	\$33.00	\$ 3.75
Option B PBX Trunk, ea.	\$33.00	\$ 3.75

Tampa/St. Petersburg, Clearwater

Authorization Codes		
Option A Business Line, ea.	\$10.00	\$ 1.00
Option A PBX Trunk, ea.	\$10.00	\$ 1.00
Option B Business Line, ea.	\$10.00	\$ 1.00
Option B PBX Trunk, ea.	\$10.00	\$ 1.00

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EXCHANGE ACCESS OPTIONAL FEATURES

6.4 Vanity Number Service^{††}

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.

Monthly recurring charges apply per Vanity number.

Rates	Non-Recurring	Recurring
Per Vanity Number	n/c	n/c

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Issued: March 5, 2003

Effective: _____

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RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

Resold Local Exchange Service is composed of the resale of services provided by other certificated Local Exchange Carriers. The services described in this price list will be provided on a resold basis where XMC facilities-based service is not available.

Pricing for XMC services will be identical whether provided on a resold or facilities-basis, unless otherwise specified, and is contained herein.

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

Issued: March 5, 2003

Effective: _____

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RESOLD LOCAL EXCHANGE SERVICE

7.2	<u>Basic Exchange Line Service^{††}</u>		
		<u>Non-Recurring</u>	<u>Recurring</u>
	Basic Business Local Exchange Service		
	Jacksonville		
	first line	\$50.00	\$25.00
	each additional line	\$10.75	\$25.00
	Miami, Fort Lauderdale, West Palm Beach		
	first line	\$50.00	\$26.00
	each additional line	\$10.75	\$26.00
	Tampa/St. Petersburg, Clearwater		
	each line	\$68.90	\$29.90
	Basic Business Line Outbound Only		
	Miami, Fort Lauderdale, West Palm Beach		
	first line	\$50.00	\$26.00
	each additional line	\$10.75	\$26.00

7.3	<u>Basic Exchange Trunk Service</u>		
	Basic Local Exchange Analog Trunk Service -Per Trunk		
		<u>Non-Recurring</u>	<u>Recurring</u>
	Tampa/St. Petersburg, Clearwater	\$35.00	\$52.05
	[Subvoice Grade Local Channel (OPX service)]	\$ 0.00	\$19.00
	[Central Office to Customer]	\$ 0.00	\$ 1.35
	[Customer to Customer]	\$ 0.00	\$23.25
	Jacksonville	\$50.00	\$42.75
	Miami, Fort Lauderdale, West Palm Beach	\$84.00	\$44.50

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Issued: March 5, 2003

Effective: _____

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RESOLD LOCAL EXCHANGE SERVICE

7.4 Basic Exchange Digital Trunk Service

Jacksonville, Miami, Fort Lauderdale, West Palm Beach

Digital PBX Trunk Pricing	Non-Recurring Charge	Recurring Charge
Digital PBX Charge (per T1)	\$200.00	\$190.00
Digital PBX Trunk Charge (per channel)	n/c	\$15.50
Voice Activation Channel Charge(per channel)	\$6.50	\$4.50
Digital PBX Transport: first 1/2 mile(per T1)	\$315.00	\$87.00
Digital PBX Transport: additional 1/2 mile(per T1)	n/c	\$39.00
Pulsing (per channel)	\$0.00	\$6.00

Tampa/St. Petersburg, Clearwater

Digital PBX Trunk Pricing	Non-recurring Charges	Monthly Recurring Charges
DCS Charge (per DS1)	\$ 580.00	\$ 270.00
Channel Charge (per charge)	\$ 30.50	\$ 27.95
Digital PBX Charge	\$ 35.00	\$ 36.06

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Issued: March 5, 2003

Effective: _____

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RESOLD LOCAL EXCHANGE SERVICE

7.5 DID Trunk Service^{††}

Jacksonville

DID Trunk Service	Non-Recurring Charge	Recurring Charge
Each block of 20 DID numbers (per block)	\$ 0.00	\$ 3.50
Each block of 100 DID numbers	\$ 0.00	\$ 0.45
DID trunk termination (inward/combo)	\$81.00	\$14.00

Miami, Fort Lauderdale, West Palm Beach

DID Trunk Service	Non-Recurring Charge	Recurring Charge
DID trunk termination (inward/combo) per trunk	\$ 81.00	\$ 19.50
Block of 20 DID number (per block)	\$ 13.50	\$ 3.50
Block of 100 DID numbers(Metro service providers only)	\$ 0.00	\$ 0.45

Tampa/St. Petersburg, Clearwater

DID Trunk Service	Non-Recurring Charge	Recurring Charge
DID 80 numbers or less		
1 st block of 20 DID	\$550.00	\$100.00
Each additional block of 20 DID	\$ 20.00	\$100.00
DID - 200 numbers or less		
1 st block of 100 DID	\$550.00	\$440.00
Each additional block of 100 DID	\$396.00	\$321.00
1 st block of 20 DID	\$396.00	\$ 72.00
Each additional block of 20 DID	\$ 18.00	\$ 72.00
200 numbers or more		
Each block of 100 DID	\$ 49.50	\$ 39.50

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

Issued: March 5, 2003

Effective: _____

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RESOLD LOCAL EXCHANGE SERVICE

7.6 CLASS (Custom Local Area Signaling Service) Features^{††} (cont ' d)

Pricing:

Non-Recurring

For each CLASS Feature-except
Directory Number Privacy, Automatic Recall Blocking,
Automatic Call Back, Blocking, Caller ID Block
(Jacksonville, Miami,
Fort Lauderdale, West Palm Beach)

\$33.00

Recurring

	Jacksonville	Miami, Fort Lauderdale, West Palm Beach
Automatic Call Back	\$4.00	\$4.85
Automatic Recall	\$4.00	\$4.85
Call Block	\$4.00	\$3.60
Automatic Recall Blocking	N/A	\$0.00
Caller ID Name Delivery	\$9.00	\$9.25
Caller ID Number Delivery	\$6.75	\$8.10
Directory Number Privacy	No Charge	No Charge
Preferred Call Forwarding	\$4.00	\$ 4.85
Automatic Call Back Blocking	N/A	\$ 0.00
Call Selector	\$4.00	\$ 4.50
Call Tracing	\$4.00	\$ 4.50
Caller ID Block (per Line)	N/A	\$ 0.00

Tampa/ St. Petersburg, Clearwater

	<u>Non-Recurring</u>	<u>Recurring</u>
Automatic Call Back	\$33.00	\$5.40
Automatic Recall	\$33.00	\$5.40
Call Block	\$31.50	\$4.00
Automatic Recall Blocking	N/A	N/A
Caller ID Name Delivery	\$31.50	\$11.50
Caller ID Number Delivery	\$31.50	\$10.00
Directory Number Privacy	No Charge	No Charge
Preferred Call Forwarding	\$ 31.50	\$4.00
Automatic Call Back Blocking	N/A	N/A
Call Selector	N/A	N/A
Call Tracing	N/A	N/A
Caller ID Block (per Line)	N/A	N/A

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Issued: March 5, 2003

Effective: _____

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RESOLD LOCAL EXCHANGE SERVICE

7.7 Business Custom Services^{††} (BCS)

Pricing:

Non-Recurring

Each BCS Feature - except for Anonymous
Call Rejection, Call Forwarding Multipath,
Selective Class of Call Screening
(Jacksonville, Miami, Fort Lauderdale, West Palm Beach)

\$33.00

Recurring

Miami, West Palm Beach

Jacksonville

Fort Lauderdale

Call Forwarding Variable	\$ 3.20	\$ 3.00
Call Forwarding Busy Line	\$ 2.90	\$ 1.10
Call Forwarding No Answer	\$ 2.90	\$ 1.10
Remote Activation of CFV	\$ 6.50	\$ 7.00
Remote Call Forwarding	\$18.50	\$10.80
Call Waiting Terminating	\$ 5.20	\$ 3.00
Three Way Conference Calling	\$ 3.35	\$ 3.20
Speed Calling 30	\$ 4.50	\$ 4.85
IndentiRing	\$ 9.00	\$ 5.00
Anonymous Call Rejection	\$ 3.15	\$ 3.15
Three-way Calling	N/A	\$ 5.00
Call Transfer	N/A	\$ 4.50
Call Forwarding Multipath	N/A	\$ 3.00
Selective Class of Call Screening	\$ 1.35	\$ 1.35

Tampa/ St. Petersburg, Clearwater

Non-Recurring

Recurring

Call Forwarding Variable	\$ 31.50	\$ 4.00
Call Forwarding Busy Line	\$ 31.50	\$ 4.00
Call Forwarding No Answer	\$ 31.50	\$ 4.00
Remote Activation of CFV	\$ 33.00	\$ 7.00
Remote Call Forwarding	\$ 33.00	\$14.00
Call Waiting Terminating	\$ 31.50	\$ 5.00
Three Way Conference Calling	\$ 31.50	\$ 4.00
Speed Calling 30	\$ 31.50	\$ 2.50
IndentiRing	\$31.50	\$ 9.00
Anonymous Call Rejection	N/A	N/A
Three-way Calling	\$ 33.00	\$ 4.00
Call Transfer	N/A	N/A
Call Forwarding Multipath	N/A	N/A
Selective Class of Call Screening	N/A	N/A

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Issued: March 5, 2003

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RESOLD LOCAL EXCHANGE SERVICE

7.8 ISDN/PRI^{††} Pricing(cont'd)

ELEMENT	INSTALL	RECURRING
ISDN/PRI (per DS1) Tampa/St. Petersburg, Clearwater	\$ 0.00	\$350.00
ISDN Access line (per DS1)		
Miami	\$787.00	\$126.00
Fort Lauderdale	\$787.00	\$126.00
Jacksonville	\$787.00	\$126.00
West Palm Beach	\$787.00	\$126.00
Primary Rate Interface		
PRI subscriber line (per DS1) Tampa/St. Petersburg, Clearwater	\$623.00	\$225.00
Each additional PRI subscriber line (per DS1) Tampa/St. Petersburg, Clearwater	\$492.00	\$138.00
Call by Call Service (per DS1) Jacksonville	\$ 0.00	\$ 18.00
ISDN B Channels (per Channel) -		
Voice		
Miami	\$ 4.50	\$ 43.50
Fort Lauderdale	\$ 4.50	\$ 43.50
Jacksonville	\$ 4.50	\$ 43.50
West Palm Beach	\$ 4.50	\$ 43.50
Tampa/St. Petersburg, Clearwater	\$ 0.00	\$ 24.56
Digital Data Only		
Miami, Fort Lauderdale, Jacksonville		
West Palm Beach	\$ 4.50	\$ 22.05
Tampa/St. Petersburg, Clearwater	\$ 50.00	\$ 41.00
Inward Data Only		
Miami, Fort Lauderdale, Jacksonville		
West Palm Beach	\$ 4.50	\$ 26.10
Tampa/St. Petersburg, Clearwater	\$ 50.00	\$ 31.00
ISDN Interface		
Voice		
Jacksonville	\$ 99.00	\$360.00
Miami	\$ 99.00	\$360.00
Fort Lauderdale	\$ 99.00	\$360.00
West Palm Beach	\$ 99.00	\$360.00
Digital Data Only		
Jacksonville	\$ 99.00	\$360.00
Miami	\$ 99.00	\$360.00
Fort Lauderdale	\$ 99.00	\$360.00
West Palm Beach	\$ 99.00	\$360.00

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Issued: March 5, 2003

Effective: _____

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RESOLD LOCAL EXCHANGE SERVICE

7.8 ISDN/PRI ^{††}(cont'd)
Pricing (cont'd)

Elements	Non-recurring	Recurring
Inward Data Only Jacksonville, Miami, Fort Lauderdale West Palm Beach	\$ 99.00	\$360.00
Network Access Register (per channel) Jacksonville, Ft. Lauderdale, Miami and West Palm Beach	\$ 0.00	\$ 14.25
Caller ID (per channel) Jacksonville, Ft. Lauderdale, Miami and West Palm Beach	\$ 0.00	\$ 18.00
Pulsing (per channel) Jacksonville, Ft. Lauderdale, Miami and West Palm Beach	\$ 0.00	\$ 6.00
Digital Transport per mile (per DS1) Tampa/St. Petersburg, Clearwater	\$ 0.00	\$ 13.50
first ½ mile (per DS1) Jacksonville, Ft. Lauderdale, Miami and West Palm Beach	\$315.00	\$ 87.00
each additional ½ mile (per DS1) Jacksonville, Ft. Lauderdale, Miami and West Palm Beach	\$ 0.00	\$ 39.00
Direct Inward Dial Service DID channel Termination (per channel)		
Miami	\$ 81.00	\$ 19.50
Fort Lauderdale	\$ 81.00	\$ 19.50
Jacksonville, West Palm Beach	\$ 81.00	\$ 19.50
Block of 20 DID numbers		
Miami, Ft. Lauderdale, Jacksonville and West Palm Beach (per block)	\$ 13.50	\$ 3.50
Block of 100 DID numbers	\$ 0.00	\$ 0.45
Tampa/St. Petersburg, Clearwater DID - 80 numbers or less		
1 st block of 20 DID numbers	\$495.00	\$ 90.00
Each Additional block of 20 DID	\$ 18.00	\$ 90.00
DID - 200 numbers or less		
1 st block of 100 DID	\$495.00	\$396.00
Each additional block of 100 DID	\$396.00	\$321.00
1 st block of 20 DID	\$396.00	\$ 72.00
Each additional block of 20 DID	\$ 18.00	\$ 72.00
200 numbers or more		
Each block of 100 DID	\$ 49.50	\$ 39.50

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Issued: March 5, 2003

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LOCAL CALLING SERVICE

8.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

8.1.1 Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the customer's Basic Local Calling Area.² All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

[Table appears on next page]

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

² As specified in Southern Bell Telephone and Telegraph Company-Florida, General Subscriber Service Tariff, Local Calling Area Exchanges, in effect and as amended from time-to-time.

Issued: March 5, 2003

Effective: _____

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MARKET SERVING AREA	CALLING AREA
<p>Jacksonville, FL includes:</p> <p>555, 202, 210, 218, 232, 279, 281, 296, 306, 308, 313, 332, 340, 346, 348, 350, 353, 354, 355, 356, 357, 358, 359, 361, 366, 367, 378, 381, 384, 387, 388, 389, 390, 391, 393, 396, 398, 399, 417, 419, 443, 448, 459, 499, 502, 515, 518, 541, 542, 549, 555, 558, 564, 565, 573, 606, 617, 630, 632, 633, 634, 635, 636, 641, 642, 645, 646, 655, 693, 695, 696, 699, 703, 704, 705, 707, 708, 713, 714, 720, 721, 723, 724, 725, 726, 727, 730, 731, 732, 733, 737, 739, 741, 743, 744, 745, 750, 751, 757, 764, 765, 766, 768, 771, 772, 777, 778, 779, 781, 783, 786, 790, 791, 798, 805, 818, 828, 855, 858, 868, 889, 905, 908, 918, 919, 920, 924, 928, 945, 952, 954, 955, 967, 981, 988, 996, 998</p>	<p>Local calling area includes:</p> <p>266, 879, 261, 277, 321, 251, 284, 529, 845, 555, 202, 210, 218, 232, 279, 281, 296, 306, 308, 313, 332, 340, 346, 348, 350, 353, 354, 355, 356, 357, 358, 359, 361, 366, 367, 378, 381, 384, 387, 388, 389, 390, 391, 393, 396, 398, 399, 417, 419, 443, 448, 459, 499, 502, 515, 518, 541, 542, 549, 555, 558, 564, 565, 573, 606, 617, 630, 632, 633, 634, 635, 636, 641, 642, 645, 646, 655, 693, 695, 696, 699, 703, 704, 705, 707, 708, 713, 714, 720, 721, 723, 724, 725, 726, 727, 730, 731, 732, 733, 737, 739, 741, 743, 744, 745, 750, 751, 757, 764, 765, 766, 768, 771, 772, 777, 778, 779, 781, 783, 786, 790, 791, 798, 805, 818, 828, 855, 858, 868, 889, 905, 908, 918, 919, 920, 924, 928, 945, 952, 954, 955, 967, 981, 988, 996, 998, 220, 221, 223, 241, 242, 246, 247, 249, 270, 953, 992, 533, 782, 259, 289, 282, 291, 213, 215, 264, 269, 272, 276, 278, 312, 325, 328, 329, 972, 273, 280, 285, 431, 275, 964, 966, 225, 460, 461, 471, 540, 794, 797, 808, 810, 823, 824, 825, 826, 829</p>
<p>Non Optional Flat Rate Service</p>	<p>Non Optional Flat Rate Service</p>
<p>XMC Flat Rate Exchange Calling Area from Jacksonville Exchange</p>	<p>XMC Flat Rate Exchange Calling Area from Jacksonville Exchange</p>

Issued: March 5, 2003

Effective: _____

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INTRALATA CALLING SERVICE

9.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling Area but within the same state and LATA.

9.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

Discounts apply equally and automatically to total charges for all messages with fractional amounts rounded to the nearest higher cent. Discounts do not apply to Customer dialed calling card, other station or person charges. Additionally, time of day discount apply in the following manner:

Miami, Fort Lauderdale, Jacksonville, West Palm Beach

- Full Rate: Monday through Friday, 7:00 a.m.- 6:00 p.m.
- Discount Rate of 40% off Full Rate: Monday through Friday, 6:00 p.m.- 7:00 a.m.
Weekends and Holidays

Tampa/St. Petersburg, Clearwater

- Full Rate: Monday through Friday, 7:00 a.m.- 7:00 p.m.
- Discount Rate of 60% off Full Rate: Monday through Friday, 7:00 p.m.- 7:00 a.m.
Weekends and 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).

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid, information services will be blocked by the Company's centralized switching facility

INTRALATA CALLING SERVICE

9.3 Rates

(Miami, Fort Lauderdale, West Palm Beach)

RATE MILEAGE	1st 30 Seconds	Each Additional 1/10 Minute
0 - 292+	\$0.0495	\$0.0099

(Jacksonville)

RATE MILEAGE	1st 30 Seconds	Each Additional 1/10 Minute
0 - 292+	\$0.0495	\$0.0099

(Tampa/St. Petersburg, Clearwater)

RATE MILEAGE	Initial Minute	Each Additional 1/10 Minute
0 - 124+	\$0.0495	\$0.0099

^{††} - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

Issued: March 5, 2003

Effective: _____

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INTRALATA CALLING SERVICE

9.4 Local Measured Service

- A. Local Measured Service is an optional offering that provides local calling from the subscribers home wire center to all Company wire centers and participating Independent Company wire centers. The offering of this service is subject to availability as determined by the Company and the State Commission.
- B. This service is not available to Company-owned or customer-provided public telephone subscribers.
- C. Customers subscribing to Local Measured Service will be provided a monthly line as described following.
- D. The monthly line for Business service is provided at the following rate. All other services offering Local Measured Service are provided for in the appropriate sections of this Tariff.
- E. In addition to the monthly line, customers must choose a usage package from the following options. A combination of usage packages is not allowed on the same premises on the same account.
 - 1. Option 1 - Local Measured Service
With this usage package, customers are billed for all local calls in accordance with the rates in F. following. Local usage charges will not exceed \$24.00 per Business line or trunk.
 - 2. Option 2 - Local Measured Service with Discount
This option includes a \$6.00 usage allowance on all calls. Local calls are billed in accordance with the usage charges described in F following at a 22 percent discount on the total usage charges, in addition to the off-peak discount described in J. following. Billed usage charges, above the allowance will not exceed \$24.00 per Business line or trunk. The following charge is in addition to the monthly line rate.
- F. The following usage rates are applicable for all local calls.

Business Exchange Lines

Monthly Recurring Charge: \$18.80
Per Call Charge: \$ 0.11

Usage Cap: A usage cap of \$24.00.
Volume Discount: 22% volume discount will automatically be applied to all usage.

PBX Trunks

first Trunk (monthly) \$19.25
each additional trunk (monthly) \$ 9.65
per call \$ 0.11 -

PBX Trunks - No Call allowance option

per line (monthly) \$ 9.65
per call \$ 0.11

*** Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

Issued: March 5, 2003

Effective: _____

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INTRALATA CALLING SERVICE

9.4 Local Measured Service (Cont'd)

Usage Cap: A usage cap of \$24.00.
Volume Discount: 22% volume discount will automatically be applied to all usage

- G. Time/Day Discount - The preceding usage rates are peak period rates and apply from 8:00 AM to 8:00 PM, Monday through Friday (excluding holidays). Off-peak period rates apply to all other times and are rated at a 50 percent discount. When messages span more than one rate period, total charges for the minutes in each rate period are summarized and the results for each period are totaled to obtain the total message charge.
- H. The following stipulations apply only when the monthly line from which the call originates subscribes to Local Measured Service. Calls completed with automated calling cards or operator assistance within the local calling area will be rated at the above usage charges in addition to the appropriate Operator Assisted Local Call surcharges. Such Calls are itemized on the subscriber's billing statement and are billed outside any applicable usage allowances or caps.

Issued: March 5, 2003

Effective: _____

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MISCELLANEOUS SERVICES

10.1 Operator Services

10.1.1 Description

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

10.1.2 Definitions

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

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

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

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

Issued: March 5, 2003

Effective: _____

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MISCELLANEOUS SERVICES

10.1 Operator Services^{††} (Cont'd)

10.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 11.2.3 and Section 11.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

<u>Rates (per call):</u>	<u>Jacksonville, Miami, Fort Lauderdale, West Palm Beach</u>	<u>Tampa/ St. Petersburg, Clearwater</u>
Station to Station	\$0.75	\$1.50
Calling Card	\$1.00	\$0.75
3rd Number Billing	\$1.00	\$1.50
Collect Calls	\$1.00	\$1.50
Person to Person	\$2.50	\$3.00

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

MISCELLANEOUS SERVICES

10.2 Busy Line Verify and Line Interrupt Service

10.2.1 Description

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

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

10.2.2 Regulations

A) A charge will apply when:

- 1) The operator verifies that the line is busy with a call in progress.
- 2) The operator verifies that the line is available for incoming calls.
- 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Issued: March 5, 2003

Effective: _____

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MISCELLANEOUS SERVICES

10.2 Busy Line Verify and Line Interrupt Service (Cont'd)

10.2.2 Regulations (Cont'd)

B) No charge will apply:

- 1) When the calling party advises that the call is to or from an official public emergency agency.
- 2) Under conditions other than those specified in 10.2.2(A) preceding.

C) Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.

D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

10.2.3 Rates

	Miami, Fort Lauderdale, Jacksonville, <u>West Palm Beach</u>	Tampa/ St. Petersburg <u>, Clearwater</u>
Busy Line Verify Service (each request)	\$0.35	\$1.00
Busy Line Verify and Busy Line Emergency Interrupt Service (each request and in addition to verification request)	\$0.40	\$0.50

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

MISCELLANEOUS SERVICES

10.3 Service Implementation^{††}

Absent a promotional offering, service implementation charges will apply to orders to change existing service.

Non-Recurring
\$22.00 per service order

10.4 Restoration of Service^{††}

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

	<u>Jacksonville</u>	<u>Ft. Lauderdale, Miami, West Palm Beach</u>	<u>Tampa/ St. Petersburg, Clearwater</u>
Non-Recurring per occasion	\$38.00	\$14.50	N/A
Charge per telephone number restored	n/c	\$38.00	\$18.00

10.5 Service Charges^{††} (Tampa/St. Petersburg, Clearwater)
(T)

	<u>Per Occurrence</u>
Network Access	
Establishment	\$ 33.00
Change	\$ 12.50
CO Line Connection	\$ 31.50
Premise Visit	\$ 31.50
Telephone Number Change	\$ 7.25

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

MISCELLANEOUS SERVICES

10.6 Inside Wire MTC Plan^{††}

As an XMC customer, you are responsible for maintaining that part of your telephone line between the network interface point (which is usually a gray box attached to the outside of your home or business) up to and including your telephone set. To help you maintain the wiring and jacks in this part of your line, XMC provides you an optional Inside Wire Maintenance Service Plan with these terms.

1. Under this Plan, XMC will locate the source of your telephone service problems in the wiring and jacks Inside your home or business. If the problem is in the line between the network interface on through the jack(s), XMC will repair basic Inside telephone wire and modular jacks. If the problem is caused by a defect in the cord from the jack to the phone, the phone or other equipment (e.g., fax machine, answering machine, modem, etc.) that is attached to your line, XMC does not repair such defective phone cords, phones, or equipment.

You agree to pay monthly charges for this Plan. There is no additional charge for repairing or locating problems in the wiring or jacks inside your home or business. Because this Plan is optional, non-payment of charges for this Plan will not cause termination or denial of your regular telephone service. Non-payment would, however, result in cancellation of the Plan.

2. This Plan does not cover (1) problems caused by willful damage to inside wire or jacks; (2) damage caused by Acts of God (such as fire, windstorm, flood, hurricane or other similar acts); (3) service problems in your inside wire or jacks that were obvious at the time you subscribed to the Plan; and (4) inside wire or jacks that do not meet industry standards for telecommunication.
3. This Plan is provided on a month-to-month basis and can be canceled by either party giving oral or written notice to the other.
4. If you have a key telephone system, a Private Branch Exchange (PBX), or other non-basic telephone system, you are not eligible for this Plan.
5. The XMC internet web site for "Tariffs and Notifications" should be utilized to obtain any changes in the monthly rate. This rate and other terms or conditions may be changed from time to time with 30 days notice. This notice, which may be provided in your monthly billing envelope on an insert, shall include the revised rate, terms or conditions and the effective date of the change. If the rate, terms or conditions are changed and you do not wish to continue as a subscriber to this Plan, you may cancel by calling your local XMC office.
6. XMC SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THAT ARIS FROM (1) ANY DEFECTS IN MATERIALS USED TO MAINTAIN INSIDE WIRE OR JACKS; OR (2) DEFECTS IN WORKMANSHIP PROVIDED UNDER THE PLAN. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A SPECIFIC PURPOSE OFFERED WITH THIS PLAN. XMC'S LIABILITY FOR DEFECTIVE MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE MATERIAL AND/OR A CORRECTIVE SERVICE VISIT.

	<u>MRC</u>
Inside Wire MTC Plan (Miami, Fort Lauderdale, West Palm Beach)	\$ 3.00

^{††} - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

MISCELLANEOUS SERVICES

10.7 Surrogate Client Number^{††}

This feature provides for a telephone number in the subscriber's serving wire center from which calls will be forwarded on an intraoffice basis to the subscriber's exchange services. This feature is furnished only from central offices which have been arranged to provide this service and is provided subject to the availability of facilities.

Rates

	<u>MRC</u>
Surrogate Client Number	
Per Telephone Number	
(Fort Lauderdale, Jacksonville, Miami, West Palm Beach)	\$ 1.80

^{††} - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

Issued: March 5, 2003

Effective: _____

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SPECIAL ARRANGEMENTS

11.1 Special Construction

11.1.1 Basis for Charges

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

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

11.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A) The termination liability period is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts for:

Issued: March 5, 2003

Effective: _____

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SPECIAL ARRANGEMENTS

11.1 Special Construction (Cont'd)

11.1.2 Termination Liability (Cont'd)

B) (Cont'd)

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (a) equipment and materials provided or used,
- (b) engineering, labor and supervision,
- (c) transportation, and
- (d) rights-of-way;

2) license preparation, processing, and related fees;

3) price list preparation, processing, and related fees;

4) cost of removal and restoration, where appropriate; and

5) any other identifiable costs related to the specially constructed or rearranged facilities.

C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 13.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 13.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

Issued: March 5, 2003

Effective: _____

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SPECIAL ARRANGEMENTS

11.2 Individual Case Basis (ICB) Arrangements

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

11.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

Issued: March 5, 2003

Effective: _____

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SPECIAL ARRANGEMENTS

11.3 Temporary Promotional Programs

11.3.1 e-spire Local Service Plus Advantage

e-spire LOCAL SERVICE PLUS Advantage is a promotional offer, which is available to new and existing customers receiving e-spire LOCAL SERVICE PLUS and/or e-spire LOCAL ISDN. . This promotional offer was previously offered from June 3, 1999 until September 1, 1999. Xspedius will like to reintroduce e-spire LOCAL SERVICE PLUS Advantage. The promotional offer is scheduled to run from November 22, 1999 through as January 31, 1999, as defined below.

e-spire LOCAL SERVICE PLUS Advantage is designed to incent prospects and existing customers to purchase Xspedius Long Distance, while receiving credits for Local Service*. The higher the long distance net revenue, the higher the monthly credits for Local Service*.

*Includes e.spire LOCAL SERVICE PLUS, LOCAL ISDN CEU (ONLY), base component, DID Trunk Termination and DID Blocks. Initial Install Waiver Program will be honored on NRC costs. Excludes all optional features, line coding, EUCL, additional service fees, surcharges and taxes.

New and Existing Customer's will receive Local Service credits on up to 4 e.spire LOCAL SERVICE PLUS / LOCAL ISDN Commercial End User T-1's, DID Trunk Termination and DID Blocks. The Local Service credits are based on the sliding scale net Long Distance (Interstate , Intralata, Intrastate, International, Toll Free & Calling Card) usage per month, for the length of the LOCAL SERVICE PLUS/LOCAL ISDN Commercial End User Agreement.

<u>Net Monthly Long Distance Revenue</u>	<u>Maximum Local Services Charges Waived</u>
\$2,500.00 - \$4,999.99	1 LOCAL SERVICE PLUS
\$5,000.00 - \$7,499.99	1 LOCAL SERVICE PLUS and 50% off 1 additional LOCAL SERVICE PLUS
\$7,500.00 - \$9,999.99	2 LOCAL SERVICE PLUS, and 50% off 1 additional LOCAL SERVICE PLUS
\$10,000.00 - \$12,499.99	3 LOCAL SERVICE PLUS and 50% off 1 additional LOCAL SERVICE PLUS
\$12,500.00 or more	4 LOCAL SERVICE PLUS and 50% off 1 additional LOCAL SERVICE PLUS

Existing e.spire LOCAL SERVICE PLUS /LOCAL ISDN CEU customers must renew at equal to or greater than the length of their existing contract with a LOCAL SERVICE PLUS Advantage Addendum. Existing customers who increase or decrease the number of LOCAL SERVICE PLUS's must have their account promotion updated.

All other terms and conditions, of Xspedius's existing e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN agreements, not expressly modified by a e-spire LOCAL SERVICE PLUS Advantage Addendum, remain unchanged and in full force and effect.

Issued: March 5, 2003

Effective: _____

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SPECIAL ARRANGEMENTS

11.3 Temporary Promotional Programs (Cont'd)

11.3.2 Xpresslink Voice Services Promotion

Xpresslink Voice Services Promotion is a promotional offer available to new customers signing term agreements for Local Service Plus and/or Local ISDN Commercial End User products. This promotional offer is available from November 15, 2000 until December 31, 2000, as defined below:

Customers signing a 1 year Term Local Service Plus or Local ISDN Commercial End User agreement will receive one-month credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 5th month invoice.

Customers signing a 2 year Term Local Service Plus and Local ISDN Commercial End User agreement will received one-month credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 1st month invoice.

Customers signing a 3 year Term Local Service Plus and or Local ISDN Commercial End User agreement will receive two months credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 1st month and 13th month invoices.

All other terms and conditions of Xspedius's existing e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN Commercial End User agreement, not expressly modified in the Xpresslink Voice Services Promotion, remain unchanged and in full force and effect.

Issued: March 5, 2003

Effective: _____

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SPECIAL ARRANGEMENTS

11.3 Temporary Promotional Programs (Cont'd)

11.3.3 Integrated Service Promotion

The Integrated Service Promotion is a promotional offer which is available to new and/or old LOCAL SERVICE PLUS or LOCAL ISDN CEU customers upgrading to integrated services with dedicated internet service transmitted with bandwidth equal to or less than 768 KBPS on the same facility. This promotional offer is available from October 13, 2000 until December 31, 2000, as defined below:

Customers must have XMC long distance on all WTN's associated with the integrated access facility. Customers may purchase the router from XMC or provide their own router.

Customers that order integrated internet, with a minimum speed of 128 KBPS, will receive a fixed monthly recurring credit of \$395.00. This credit will be applied to the customer's monthly invoice. If a customer chooses to upgrade their access speed greater than 128 KBPS, they must pay the difference in price for the Internet Port. Additionally, a customer may chose to receive a Primary Domain Name Server (DNS) and incur no installation charge with an extra monthly credit of \$50.00. If DNS is not selected, the customer will only receive the \$395.00 credit.

Restrictions

- CPE Router rental is not available.
- The monthly credit will be terminated on all term plans if the customer's long distance converts away from XMC long distance.

Issued: March 5, 2003

Effective: _____

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SPECIAL ARRANGEMENTS

11.3 Temporary Promotional Programs (Cont'd)

11.3.4 PBX T1 Card Upgrade Promotion

The PBX T1 Card Upgrade Promotion is a promotional offer which is available to new and/or old Local Service Plus customers that sign a new one, two or three year term agreement. This promotional offer is available from February 7, 2001 until March 31, 2001, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to Xspedius, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer's 1st month billing cycle as indicated below:

SERVICE	CARD TYPE	1 YEAR TERM CREDIT – ONE TIME CREDIT	2 YEAR TERM CREDIT – ONE TIME CREDIT	3 YEAR TERM CREDIT – ONE TIME CREDIT
Local Service Plus		\$500	\$1500	\$3000

Customers who do not provide a bill of sale to Xspedius prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX T1 Card Promotion will be removed from the customer's account in the third month.

The T1 card eliminates the need for a channel bank. The customer upgrading with the T1 card must possess telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX T1.

Customers that terminate their contract at any point during the term agreement will be required to reimburse Xspedius with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer's final invoice.

Issued: March 5, 2003

Effective: _____

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SPECIAL ARRANGEMENTS

11.3 Temporary Promotional Programs (Cont'd)

11.3.5 PBX PRI Card Upgrade Promotion

The PBX PRI Card Upgrade Promotion is a promotional offer which is available to new and/or old Local ISDN CEU customers in Jacksonville, West Palm Beach, Tampa/St. Petersburg, and Clearwater that sign a new one, two or three year term agreement. This promotional offer is available from February 7, 2001 until March 31, 2001, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to Xspedius, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer's 1st month billing cycle as indicated below:

SERVICE	CARD TYPE	1 YEAR TERM CREDIT - ONE TIME CREDIT	2 YEAR TERM CREDIT - ONE TIME CREDIT	3 YEAR TERM CREDIT - ONE TIME CREDIT
Local ISDN CEU	PRI	\$500	\$1500	\$3000

Customers who do not provide a bill of sale to Xspedius prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX PRI Card Promotion will be removed from the customer's account in the third month.

The PRI card is only available for PBX equipment capable of ISDN functionality. The customer upgrading with the T1 card must possess telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX PRI card.

Customers that terminate their contract at any point during the term agreement will be required to reimburse Xspedius with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer's final invoice.

Issued: March 5, 2003

Effective: _____

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INBOUND DIRECT LOCAL EXCHANGE SERVICE

12.1 Description

Inbound Direct Local Exchange Service (“Inbound Direct”) provides basic local exchange customers with a single, voice grade analog channel which can be used to receive one call at a time only. All outbound calls will be blocked at the switch level. Inbound Direct may not be used for outbound service or to serve as a customer’s primary service line. A minimum order of 10 lines must be purchased.

The Inbound Direct product will be configured provisioned and priced with the hunting feature included. The hunt feature automatically forwards incoming calls to available lines according to a preprogrammed sequence. With the Inbound Direct line, the lines will be placed in a circular hunt group so all lines will be hunted. Each line, including the last line, will include hunting.

Inbound Direct service applications may include remote database access, data transmission/reception, and inbound customer service. Basic exchange lines are provided with Inbound Direct to connect to customer provided modem or other data communication device for connection to the public switched telephone network.

Pricing

Inbound Direct^{††} (Inbound only line + hunting)	<u>Recurring per line,</u> <u>per month</u>	<u>Non-Recurring</u>
Jacksonville	\$28.00	\$84.00
Miami, Ft. Lauderdale, West Palm Beach	\$28.00	\$84.00
Tampa/St. Petersburg, Clearwater	\$21.75	\$ 0.00

12.2.1 On-Network Pricing Discount

For customers with facilities residing on the XMC network, except for R-1 and B-1 customers, discounts of 5% to 25% may be available, on an individual case basis.

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire LOCAL SERVICE, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN services at the rate levels outlined under e-spire Local Service, e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN or other applicable services.

OPTIONAL LOCAL EXCHANGE SERVICES

13.1 Customer Term Agreement

13.2 Description

XMC Customer Term Agreement (CTA) allows Customer to receive discounts on XMC products and services for local exchange or local toll (Local Services). These discounts will be applied to the following products and services:

- **Business Exchange Service**
- **Analog PBX Trunk**
 - DID
 - DOD
 - Combination
- **Digital PBX Trunk**
 - Digital Access Facility
 - DID
 - DOD
 - Combination
- **ISDN**
 - PRI Access Facility
 - ISDN B Channel

The published monthly recurring rates are set forth in Section 5 of this Tariff. Customers that sign up for service for a one (1) year term will receive a three percent (3%) discount from the published monthly recurring rates. Customers that sign up for service for a two (2) year term will receive a seven percent (7%) discount from the published monthly recurring rates. Customers that sign up for service for a three year term will receive a eleven percent (11%) discount from the published monthly recurring rates. The three preceding term options are subject to the termination liability charges set forth in Section 13.3.

13.3 Termination Fees

A termination liability charge will be applicable for service rate elements provided under a term payment plan, as described in Section 13.2 of this Tariff, that are disconnected prior to the end of the chosen service period. The termination liability charge is equal to the difference between XMC tariffed rates and the Term Plan rates. If at least six months remain under the Initial Term of the Term Plan, an additional cancellation fee of \$500.00 will be added to the early termination charges. The Customer shall be obligated to pay such fees within thirty (30) days of early termination of this Term Plan.

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.4 e:spire Local Service Plus

e:spire LOCAL SERVICE PLUS is offering a total package product offering of Local services with optional Long Distance, Toll Free and custom calling features. This product is only available to local end user service customers originating on Xspedius facilities off its Jacksonville, Miami, and Tampa, Florida switches. e:spire Local Service Plus is available under One, Two or Three Year Term Agreements. Each commitment level is available at the Monthly Recurring and Non-recurring rates as specified below.

e:spire LOCAL SERVICE PLUS Pricing:

<u>Length of Contract</u>	<u>Monthly</u>	<u>Non-recurring</u>
One Year	\$800.00	\$1,250.00
Two Year	\$775.00	\$1,000.00
Three Year	\$725.00	\$ 750.00

13.4.1 Line Component:

e:spire Local Service Plus service monthly fee includes Business Exchange Lines, Analog PBX Trunks and Digital PBX Trunks. Customers may select a combination of the line components of up to 24 potential lines per T-1. Additionally, the following Standard Custom Calling Features are included in the monthly fee:

Hunting	Call Forwarding
Call Waiting	Call Forwarding Busy
3 Way Calling	Call Forwarding Busy No Answer
Speed Dial 8	Call Forwarding Variable

Additional charges will apply for the following components:

<u>DID Termination Charges:</u>	<u>Monthly</u>
DID Trunk Termination	\$10.00

<u>DID Number:</u>	<u>Monthly</u>
1 st Block of 20 DID numbers	\$ 5.00
DID each additional block of 20 up to 500 numbers	\$ 2.50
DID 500 + each additional block of 100 numbers	\$50.00

OPTIONAL LOCAL EXCHANGE SERVICES

13.4 e-spire Local Service Plus (Cont'd)

13.4.1 Line Component (cont'd):

<u>Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Custom Calling Features		\$10.00
Anonymous Call Rejection	\$ 2.50	
Automatic Call Back	\$ 2.50	
Automatic Recall	\$ 2.50	
**Automatic Call Back (per Occurrence)	\$ 0.75	
**Automatic Recall (per Occurrence)	\$ 0.75	
Call Block	\$ 2.50	
Call Hold	\$ 2.50	
Call Pick Up	\$ 2.50	
Call Transfer	\$ 2.50	
Caller ID w/Name & Number	\$ 7.50	
Caller ID w/Number	\$ 5.00	
Code Restriction	\$ 2.50	
Distinctive Ringing	\$ 2.50	
Remote Activation of Call forward	\$ 2.50	
Remote Call Forwarding	\$15.00	
Remote Call Forwarding Additional path	\$15.00	
Speed Dialing 30	\$ 2.50	
XMC Auto Attendant (per mailbox)	\$ 7.95	
(9 or fewer mailboxes)		\$50.00
(10 or more mailboxes)		\$95.00
XMC Fax Overflow	\$14.95	
XMC Voice Mail (per mailbox)	\$ 6.95	
XMC Voice Mail Pager Plus	\$ 9.95	

*Non-recurring charges waived if features ordered upon initial installation of e.spire LOCAL SERVICE PLUS.
** Per occurrence rate applies when customer opts not to purchase the monthly rate.

Long Distance Service

Fixed Term Discounts apply to all XMC Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the XMC Florida End-User Price List No. 1 Tariff, the XMC Florida Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.4 e-spire Local Service Plus (Cont'd)

13.4.1 Line Component (cont'd):

Toll Free Service

Fixed Term Discounts apply to all XMC Tariff Dial One rates as noted in the XMC Florida Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	9.19%
Two Year	14.14%
Three Year	19.29%

Ancillary Services

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 0.00
Non-listed	\$ 1.50
Non-published	\$ 3.00
Additional listing	\$ 2.00
Toll Free Directory Assistance listing	\$15.00

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$10.00

<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u> (Jacksonville, Miami)	<u>Monthly</u> (Tampa)
Station to Station	\$0.75	\$1.50
Calling Card	\$1.00	\$0.75
3 rd Number	\$1.00	\$1.50
Collect Call	\$1.00	\$1.50
Person to Person	\$2.50	\$3.50

<u>Directory Assistance</u>	<u>Per Call</u> (Jacksonville, Miami)	<u>Per Call</u> (Tampa)
Call Allowance	3 calls	3 calls
Each additional Directory Assistance call	\$0.25	\$0.40
Call Completion	\$0.30	\$0.45
Long Distance Directory Assistance	\$0.85	\$0.85
Long Distance Directory Assistance with call completion	\$0.50	\$0.50

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.5 e-spire Local Service (Cont'd)

13.5.1 Line Component

Customers receiving e-spire Local Service may select Exchange lines and/or Trunks in a combination of their choice. e-spire Local Service offers two discount plans off e-spire Local Service tariffed monthly recurring line/trunk fees. Additional discounts are available when the Customer subscribes to XMC's Long Distance services for all lines, as noted below.

Fixed Term Line/Trunk Discount

Plan A Discounts: Local switch service customers with out Xspedius Long Distance service.

<u>Term Length</u>	<u>Percentage</u>
One Year	4 %
Two Year	5 %
Three Year	7 %

Plan B Discounts: Local switch service customers with Xspedius Long Distance service on all line/trunks.

<u>Term Length</u>	<u>Percentage</u>
One Year	8 %
Two Year	10 %
Three Year	12 %

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.5 e:spire Local Service (Cont'd)

13.5.1 Line Component (cont'd)

<u>Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
(Jacksonville, Ft. Lauderdale, Miami and Tampa)		
Custom Calling Features		\$10.00
Anonymous Call Rejection	\$ 3.00	
Automatic Call Back	\$ 3.00	
Automatic Recall	\$ 3.00	
**Automatic Call Back (per Occurrence)	\$ 0.75	
**Automatic Recall (per Occurrence)	\$ 0.75	
Call Block	\$ 3.00	
Call Forwarding	\$ 3.00	
Call Forwarding Busy	\$ 3.00	
Call Forwarding No Answer	\$ 3.00	
Call Forwarding Variable	\$ 3.00	
Call Hold	\$ 3.00	
Call Pick Up	\$ 3.00	
Call Transfer	\$ 3.00	
Call Trace	\$ 3.00	
Call Waiting	\$ 3.00	
Caller ID w/Name & Number	\$ 7.50	
Caller ID w/Number	\$ 5.00	
Code Restriction	\$ 3.00	
Distinctive Ringing	\$ 3.00	
Remote Activation of Call forward	\$ 3.00	
Remote Call Forwarding	\$15.00	
Remote Call Forwarding Additional path	\$15.00	
Speed Dial 8	\$ 3.00	
Speed Dialing 30	\$ 3.00	
3 Way Calling	\$ 3.00	
Xspedius Auto Attendant (per mailbox)	\$ 7.95	
(9 or fewer mailboxes)		\$50.00
(10 or more mailboxes)		\$95.00
Xspedius Fax Overflow	\$14.95	
Xspedius Voice Mail (per mailbox)	\$ 6.95	
Xspedius Voice Mail Pager Plus	\$ 9.95	

*Non-recurring charges waived if features ordered upon initial installation of e:spire LOCAL SERVICE.

** Per occurrence rate applies when customer opts not to purchase the monthly rate.

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.5 e-spire Local Service (Cont'd)

13.5.1 Line Component (cont'd)

Long Distance Service e. spire Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Florida End-User Services Price List, the Xspedius Florida Interexchange Services Tariff and the Xspedius FCC No. 1 Interstate Services Tariff.

One Year 12%
Two Year 15%
Three Year 20%

<u>Toll Free Service</u>	<u>Monthly</u>	<u>Non-Recurring</u>
Toll Free Number	\$ 5.00	\$ 0.00
Toll Free Directory Assistance Listing, per number	\$15.00	\$ 0.00

Fixed Term Discounts apply to all Xspedius Tariff Dial One rates as noted in the Xspedius Florida Interexchange Services Tariff and the Xspedius FCC No. 1 Interstate Services Tariff.

One Year 12%
Two Year 15%
Three Year 20%

Ancillary Services

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 0.00
Non-listed	\$ 1.50
Non-published	\$ 3.00
Additional listing	\$ 2.00
Toll Free Directory Assistance listing	\$15.00

Jacksonville, Ft. Lauderdale, Miami and Tampa, Florida

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$10.00

Operator Assisted Calling - Per Occurrence				
	Ft. Lauderdale	Jacksonville	Miami	Tampa
	Monthly			
Station to Station	\$1.50	\$1.35	\$0.90	\$1.30
Calling Card	\$1.50	\$1.35	\$0.35	\$0.40
3 rd Number	\$1.50	\$1.35	\$0.90	\$1.30
Collect Call	\$1.50	\$1.35	\$0.90	\$0.40
Person to Person	\$3.50	\$2.70	\$2.50	\$3.15

OPTIONAL LOCAL EXCHANGE SERVICES

13.5 e-spire Local Service (Cont'd)

13.5.1 Line Component (cont'd)

Directory Assistance - Per Call				
	Ft. Lauderdale	Jacksonville	Miami	Tampa
Call Allowance	0 call per month	3 call per month	0 call per month	2 call per month
Each additional Directory Assistance call	\$0.60	\$0.30	\$0.25	\$0.30
Calling Operator instead of Dialing Direct	\$0.30	\$0.30	\$0.30	\$0.30
Long Distance Directory Assistance	\$0.85	\$0.85	\$0.85	\$0.85
Long Distance Directory Assistance with call completion	\$0.50	\$0.50	\$0.50	\$0.50

Busy Line Verification – Per Request				
	Ft. Lauderdale	Jacksonville	Miami	Tampa
Verification Request	\$2.70	\$0.95	\$1.40	\$1.35
Emergency Interrupt Request (in addition to Verification Request)	\$5.40	\$0.45	\$2.15	\$2.20

Jacksonville, Ft. Lauderdale, Miami and Tampa, Florida

Moves/Adds/Changes (MACS)

One Time Non-recurring

Add Additional Lines or Trunks, per order	\$ 50.00
Add DID Trunk Termination, per order	\$ 50.00
Change to CSR , record purpose, per order	\$ 20.00
Add Additional Custom Calling Features, per order	\$ 10.00
Add XSPEDIUS Auto Attendant	\$50.00 (9 or fewer mailboxes) \$95.00 (10 or more mailboxes)

Move Service Location, per order Installation Charges in the Colorado End-User Services

Price List apply

PIC Change, per line	\$ 5.00
Reconfiguration Charge, per order without customer premise visit.	\$ 50.00
Reconfiguration Charge, per order with customer premise visit.	\$250.00

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.5 e-spire Local Service (Cont'd)

13.5.2 Expiration of Term Agreement

The customer must notify XMC, in writing, at least 30 days prior to the expiration of services to express their desired services beyond the selected term agreement. In lieu of written notification, the customer services will renew under the existing term agreement, i.e. a two year agreement will renew to an additional two year agreement.

13.5.3 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the Xspedius Local Service term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to: 1) the difference the tariffed monthly rates and the billed e-spire Local Service discounted monthly rates multiplied by the number of expired months in the current term agreement, plus 2) the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination.

13.5.4. Competitive Features Program

Competitive Feature Program is an additional LOCAL SERVICE Feature that allows for a credit of the monthly recurring charges for hunting. Competitive Feature Program will be billed as a monthly recurring line credit on the customer invoice. To qualify for the Competitive Features Program, the customer must meet one of the following criteria:

- (1) The customer presently has service from a carrier who is not currently charging for Hunting and wants to become an e-spire LOCAL SERVICE customer. or,
- (2) The customer has a written proposal for service from one or more competitors that are not going to charge hunting and this customer wants to become an e-spire LOCAL SERVICE customer.

Additionally, the customer must sign a 1, 2 or 3-year term plan. Standard termination penalties, as stated in Section 13.5.3, apply. Xspedius Competitive Features Program is NOT available on e-spire LOCAL SERVICE Month-to-Month pricing.

The credits for Xspedius's Competitive Features Program – Free Hunting are as follows:

	<u>Monthly Credit</u>
Tampa	\$10.00
Miami	\$ 5.00
Jacksonville	\$ 5.00
Fort Lauderdale	\$ 5.00

OPTIONAL LOCAL EXCHANGE SERVICES

13.5 e-spire Local ISDN

e.spire LOCAL ISDN is a total package product offering consisting of Local services with optional Long Distance service, Toll Free service and custom calling features. This product is only available to local end user customers originating on Xspedius facilities off its Ft. Lauderdale, Jacksonville, Miami and Tampa switches. Internet Service Providers (ISP) will receive inbound traffic only. Non-ISP customers will be provisioned for inbound and outbound traffic. The applicable rates for Outbound Calling for Non-ISP customers are specified below. Local ISDN is available under Month-To-Month, One Year, Two Year or Three Year Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified below.

LOCAL ISDN Rates – Ft. Lauderdale, Jacksonville, Miami and Tampa, FL

	<u>All - Florida Non-recurring</u>	<u>Jacksonville Tampa Monthly</u>	<u>Ft. Lauderdale & Miami Monthly</u>
<u>Month to Month</u>			
ISDN PRI Access Facility, 23B+D Channels	\$1,250.00	\$ 950.00	\$ 850.00
<u>1 Year Term</u>			
ISDN PRI Access Facility, 23 B+D Channels	\$1,250.00	\$ 800.00	\$ 700.00
<u>2 Year Term</u>			
ISDN PRI Access Facility, 23 B+D Channels	\$1,000.00	\$ 650.00	\$ 550.00
<u>3 Year Term</u>			
ISDN PRI Access Facility, 23 B+D Channels	\$ 750.00	\$ 600.00	\$ 500.00
<u>DID Termination Charges:</u>		<u>Monthly</u>	
DID Trunk Termination, per Trunk Group		\$10.00	
<u>DID Number:</u>		<u>Monthly</u>	
1 st Block of 20 DID numbers		\$ 5.00	
DID each additional block of 20 up to 500 numbers		\$ 2.50	
DID 500 + each additional block of 100 numbers		\$50.00	
<u>Hunting Service:</u>		<u>Monthly</u>	<u>Non-Recurring</u>
Hunting		\$ 0.00	\$ 0.00
<u>Optional Custom Calling Features:</u>		<u>Monthly</u>	<u>Non-Recurring</u>
Caller ID w/Name & Number		\$ 150.00	\$ 0.00
Caller ID w/Number Only		\$ 50.00	\$ 0.00
Call by call		\$ 50.00	\$ 0.00
Outbound Calling for Non-ISP's		\$100.00	\$ 0.00

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.6 e-spire Local ISDN (Cont'd)

13.6.1 Optional Product Components:

Long Distance Service e. spire Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Alabama End-User Services Price List, the Xspedius Alabama Interexchange Services Tariff and the Xspedius FCC No. 1 Interstate Services Tariff.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

Toll Free Service

	<u>Monthly</u>	<u>Non-Recurring</u>
Toll Free Number	\$ 5.00	\$ 0.00
Toll Free Directory Assistance Listing, per number	\$10.00	\$ 0.00

Fixed Term Discounts apply to all Xspedius Tariff Dial One rates as noted in the Xspedius Alabama Interexchange Services Tariff and the Xspedius FCC No. 1 Interstate Services Tariff.

One Year	9.19%
Two Year	14.14%
Three Year	19.29%

Ancillary Services

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 0.00
Non-listed	\$ 1.50
Non-published	\$ 3.00
Additional listing	\$ 2.00
Toll Free Directory Assistance listing	\$10.00

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$10.00

<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u>
Station to Station	\$1.50
Calling Card	\$1.50
3 rd Number	\$1.50
Collect Call	\$1.50
Person to Person	\$3.50

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.6 e-spire Local ISDN (Cont'd)

13.6.1 Optional Product Components (cont'd):

<u>Directory Assistance</u>	<u>Per Call</u>
Call Allowance	0 calls
Each additional Directory Assistance call	\$0.60
Call Completion	\$0.30
Long Distance Directory Assistance	\$0.85
Long Distance Directory Assistance with call completion	\$0.50
<u>Busy Line Verification</u>	<u>Per Request</u>
Verification Request	\$1.25
Emergency Interrupt Request (in addition to Verification Request)	\$1.50
<u>Moves/Adds/Changes (MACS)</u>	<u>One Time Non-recurring</u>
Add DID Trunk Termination, per order	\$ 50.00
Change to CSR , record purpose, per order	\$ 20.00
Add Additional Custom Calling Features, per order	\$ 10.00
Move Service Location, per order	Installation Charges in the Florida End-User Services Price List apply
PIC Change, per line	\$ 5.00
Reconfiguration Charge, per order without customer premise visit.	\$ 50.00
Reconfiguration Charge, per order with customer premise visit.	\$250.00

13.6.2 Expiration of Term Agreement

The customer must notify XMC, in writing, at least 30 days prior to the expiration of services to express their desired services beyond the selected term agreement. In lieu of written notification, the customer services will renew under the existing term agreement, i.e. a two year agreement will renew to an additional two year agreement.

6.8.4 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the Xspedius Local ISDN term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICE

13.7 Incoming FX
(Ft. Lauderdale, Jacksonville, Miami, Tampa)

Incoming FX is a foreign exchange service that provides a telephone number out of a foreign central office through the end users local central office. Incoming FX offers customers to receive incoming calls from customers within the LCA included in the foreign exchange's NPA/NXX.

Incoming FX is offered as an optional line coding. Incoming FX will only be made available on DID trunks, Combination trunks, and Combination trunks with DID. Since Incoming FX is not an outbound calling feature, it will not be available on DOD trunks. Incoming FX is available to customers receiving e-spire LOCAL SERVICE PLUS or e-spire LOCAL ISDN.

13.7.1

	<u>Non Recurring</u>	<u>Monthly</u>
e-spire LOCAL SERVICE PLUS	\$ 10.00	\$100.00
e-spire LOCAL ISDN– Non ISP's	\$ 10.00	\$100.00
e-spire LOCAL ISDN– ISP's	\$ 10.00	\$200.00

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICE

13.8 Local Advantage Service

Local Advantage Service Term Plan is available to new and existing customers receiving e-spire LOCAL SERVICE PLUS and/or e-spire LOCAL ISDN Commercial End User (CEU). Local Advantage Service was previously introduced as a promotional offer for e-spire Local Service Plus and e-spire Local ISDN CEU. Local Advantage Service Term Plan is designed to encourage prospects and existing customers to purchase Xspedius Long Distance, The long distance usage will generate credits that will be applied to the customer's Local Service*. The higher the long distance net revenue, the higher the monthly credits for Local Service*.

New and Existing Customer's will receive Local Service monthly credits on up to 4 e.spire LOCAL SERVICE PLUS /LOCAL ISDN Commercial End User T-1's, DID Trunk Termination and DID Blocks. The Local Service monthly credits are based on the sliding scale net Long Distance (Interstate , Intralata, Intrastate, International, Toll Free & Calling Card) usage per month, for the length of the LOCAL SERVICE PLUS/LOCAL ISDN Commercial End User Agreement.

<u>Net Monthly Long Distance Revenue</u>	<u>Maximum Local Services Monthly Charges Waived</u>
\$2,500.00 - \$4,999.99	1 LOCAL SERVICE PLUS
\$5,000.00 - \$7,499.99	1 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS
\$7,500.00 - \$9,999.99	2 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS
\$10,000.00 - \$12,499.99	3 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS
\$12,500.00 or more	4 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS

Existing e.spire LOCAL SERVICE PLUS /LOCAL ISDN CEU customers must renew at equal to or greater than the length of their existing contract with the attached Local Advantage Addendum. Existing customers who increase or decrease the number of LOCAL SERVICE PLUS's must have their account updated.

* - Includes e.spire LOCAL SERVICE PLUS, LOCAL ISDN CEU (ONLY), base component, DID Trunk Termination and DID Blocks. Initial Install Waiver Program will be honored on NRC costs. Excludes all optional features, line coding, EUCL, additional service fees, surcharges and taxes.

Issued: March 5, 2003

Effective: _____

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13.8 Local Advantage Service (Cont'd)

All other terms and conditions, of Xspedius's existing e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN CEU agreements, not expressly modified in the customer's Addendum remain unchanged and in full force and effect.

13.8.1 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the Local Advantage Service term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the corresponding Term agreement. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e-spire Voice Internet Pack

e.spire VOICE INTERNET PACK is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features and Integrated 256kb Internet. Each pack will receive EZ LD minute of usage allowance. This product is only available to local end user service customers originating on XMC facilities off its Jacksonville, Miami, and Tampa, Florida switches. e-spire Voice Internet Pack is available under One, Two or Three Year Term Agreements. Each commitment level is available at the Monthly Recurring and Non-recurring rates as specified below.

e-spire Voice Internet Pack Pricing:

Term Discounts

<u>Length of Contract</u>	<u>Monthly %</u>	<u>NRC %</u>
One Year	0 %	0%
Two Year	10 %	100%
Three Year	15 %	100%

Jacksonville, Miami, and Ft.Lauderdale

<u>Voice Internet Pack</u>	<u>Monthly</u>	<u>Non-recurring*</u>	<u>EZ LD Allowance</u>
VIP 4 through 44		\$250.00	
VIP 4	\$551.00		1000 MOU
VIP 5	\$580.00		1250 MOU
VIP 6	\$624.00		1500 MOU
VIP 7	\$660.00		1750 MOU
VIP 8	\$696.00		2000 MOU
VIP 9	\$743.00		2250 MOU
VIP 10	\$ 780.00		2500 MOU
VIP 11	\$ 802.00		2750 MOU
VIP 12	\$ 842.00		3000 MOU
VIP 13	\$ 871.00		3250 MOU
VIP 14	\$ 901.00		3500 MOU
VIP 15	\$941.00		3750 MOU
VIP 16	\$ 970.00		4000 MOU
VIP 17	\$1010.00		4250 MOU
VIP 18	\$1050.00		4500 MOU
VIP 19	\$1080.00		4750 MOU
VIP 20	\$1120.00		5000 MOU
VIP 21	\$1150.00		5250 MOU
VIP 22	\$1180.00		5500 MOU
VIP 23	\$1220.00		5750 MOU

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e-spire Voice Internet Pack

Jacksonville, Miami, and Ft.Lauderdale (cont'd)			
<u>Voice Internet Pack</u>	<u>Monthly</u>	<u>Non-recurring*</u>	<u>EZ LD Allowance</u>
VIP 24	\$1250.00		6000 MOU
VIP 25	\$1280.00		6250 MOU
VIP 26	\$1320.00		6500 MOU
VIP 27	\$1350.00		6750 MOU
VIP 28	\$1380.00		7000 MOU
VIP 29	\$1420.00		7250 MOU
VIP 30	\$1450.00		7500 MOU
VIP 31	\$1495.00		7750 MOU
VIP 32	\$1535.00		8000 MOU
VIP 33	\$1566.00		8250 MOU
VIP 34	\$1596.00		8500 MOU
VIP 35	\$1636.00		8750 MOU
VIP 36	\$1667.00		9000 MOU
VIP 37	\$1697.00		9250 MOU
VIP 38	\$1737.00		9500 MOU
VIP 39	\$1768.00		9750 MOU
VIP 40	\$1826.00		10,000 MOU
VIP 41	\$1856.00		10,250 MOU
VIP 42	\$1906.00		10,500 MOU
VIP 43	\$1947.00		10,750 MOU
VIP 44	\$1997.00		11,000 MOU
Tampa			
<u>Voice Internet Pack</u>	<u>Monthly</u>	<u>Non-recurring*</u>	<u>EZ LD Allowance</u>
VIP 4	\$551.00	\$250.00	1000 MOU
VIP 5	\$580.00		1250 MOU
VIP 6	\$614.00		1500 MOU
VIP 7	\$660.00		1750 MOU
VIP 8	\$696.00		2000 MOU
VIP 9	\$733.00		2250 MOU
VIP 10	\$ 770.00		2500 MOU
VIP 11	\$ 792.00		2750 MOU
VIP 12	\$ 822.00		3000 MOU
VIP 13	\$ 851.00		3250 MOU
VIP 14	\$ 891.00		3500 MOU

Issued: March 5, 2003

Effective: _____

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13.9 e-spire Voice Internet Pack

<u>Tampa (cont'd)</u> <u>Voice Internet Pack</u>	<u>Monthly</u>	<u>Non-recurring*</u>	<u>EZ LD</u> <u>Allowance</u>
VIP 15	\$921.00		3750 MOU
VIP 16	\$950.00		4000 MOU
VIP 17	\$990.00		4250 MOU
VIP 18	\$1020.00		4500 MOU
VIP 19	\$1050.00		4750 MOU
VIP 20	\$1090.00		5000 MOU
VIP 21	\$1120.00		5250 MOU
VIP 22	\$1150.00		5500 MOU
VIP 23	\$1180.00		5750 MOU
VIP 24	\$1210.00		6000 MOU
VIP 25	\$1240.00		6250 MOU
VIP 26	\$1270.00		6500 MOU
VIP 27	\$1310.00		6750 MOU
VIP 28	\$1340.00		7000 MOU
VIP 29	\$1370.00		7250 MOU
VIP 30	\$1400.00		7500 MOU
VIP 31	\$1444.00		7750 MOU
VIP 32	\$1475.00		8000 MOU
VIP 33	\$1505.00		8250 MOU
VIP 34	\$1545.00		8500 MOU
VIP 35	\$1576.00		8750 MOU
VIP 36	\$1606.00		9000 MOU
VIP 37	\$1636.00		9250 MOU
VIP 38	\$1667.00		9500 MOU
VIP 39	\$1697.00		9750 MOU
VIP 40	\$1754.00		10,000 MOU
VIP 41	\$1785.00		10,250 MOU
VIP 42	\$1833.00		10,500 MOU
VIP 43	\$1864.00		10,750 MOU
VIP 44	\$1914.00		11,000 MOU

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e-spire Voice Internet Pack (Cont'd)

13.9.1 Line Components:

e-spire Voice Internet Pack service monthly fee includes DS1 Access facility with Business Exchange Lines, and Digital PBX Trunks. The customers may select a combination of the line components of up to 24 potential lines per DS1 in accordance with the VIP plan. Additionally, the following Standard Custom Calling Features are included in the monthly fee:

Hunting	Call Forwarding
Call Waiting	Call Forwarding Busy
3 Way Calling	Call Forwarding No Answer
Speed Dial 8	

e-spire Voice Internet Pack service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk components of up to 24 potential lines per PRI in accordance with the VIP plan. Additionally, the following Standard Custom Calling Feature are included in the monthly fee:

Hunting

Additional charges will apply for the following components:

<u>DID Termination Charges:</u>	<u>Monthly</u>
DID Trunk Termination, per pack	\$50.00
<u>DID Number:</u>	<u>Monthly</u>
1 st Block of 20 DID numbers	\$ 5.00
DID each additional block of 20 up to 500 numbers	\$ 2.50
DID 500 + each additional block of 100 numbers	\$50.00

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e-spire Voice Internet Pack (Cont'd)

13.9.1 Line Components (cont'd):

<u>DS1 Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Custom Calling Features		\$10.00
Anonymous Call Rejection	\$ 2.50	
Automatic Call Back	\$ 2.50	
Automatic Recall	\$ 2.50	
Call Block	\$ 2.50	
Call Hold	\$ 2.50	
Call Transfer	\$ 2.50	
Caller ID w/Name & Number	\$ 7.50	
Caller ID w/Number	\$ 5.00	
Distinctive Ringing	\$ 2.50	
Remote Activation of Call forward	\$ 2.50	
Remote Call Forwarding	\$15.00	
Remote Call Forwarding Additional path	\$15.00	
Speed Dialing 30	\$ 2.50	
Toll Restriction	\$ 2.50	
Xspedius Enhanced Voice Messaging (per mailbox)	\$ 7.95	
(9 or fewer mailboxes)		\$50.00
(10 or more mailboxes)		\$95.00
Xspedius Fax Overflow	\$14.95	
Xspedius Voice Mail (per mailbox)	\$ 6.95	
Xspedius Voice Mail Pager Plus	\$ 9.95	

*Non-recurring charges waived if features ordered upon initial installation of e.spire Voice Internet Pack.

<u>PRI Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Custom Calling Features		\$10.00
Call by Call, per pack	\$ 50.00	
Caller ID w/ Name & Number, pack	\$150.00	
Caller ID w/ Number, pack	\$ 50.00	

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

- 13.9 e-spire Voice Internet Pack (Cont'd)
- 13.9.2 Internet Optional Services (cont'd):

Additional charges will apply for the following components:

<u>Internet Optional Services:</u>	<u>Monthly</u>	<u>Non- Recurring*</u>
		See MAC
Internet upgrade to 384 kbps	\$ 49.00	
Internet upgrade to 512 kbps	\$ 99.00	
Internet upgrade to 640 kbps	\$149.00	
Internet upgrade to 768 kbps	\$199.00	
News Feed	\$ 50.00	
Primary DNS	\$ 50.00	

13.9.3 Long Distance Service

e-spire Voice Internet Pack customers will receive the EZ LD rates for all XMC Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the XMC Florida General Services Tariff, the XMC Florida Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

International rates will receive the following Fixed Term Discounts for all XMC Tariff Dial One International rates as noted respectively in the XMC Florida General Services Tariff, the XMC Florida Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

e-spire Voice Internet Pack customers will receive the EZ LD rates for all XMC Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the XMC Florida General Services Tariff, the XMC Florida Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

One Year	12%
Two Year	15%
Three Year	20%

13.9.4 Ancillary Services

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 0.00
Non-listed	\$ 1.50
Non-published	\$ 3.00
Additional listing	\$ 2.00
Toll Free Directory Assistance listing	\$10.00

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OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e-spire Voice Internet Pack (Cont'd)

13.9.4 Ancillary Services

<u>Vanity Number</u>	<u>Monthly</u>	
Vanity number, per number	\$10.00	
<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u>	<u>Monthly</u>
	(Jacksonville, Miami)	(Tampa)
Station to Station	\$0.75	\$1.50
Calling Card	\$1.00	\$0.75
3 rd Number	\$1.00	\$1.50
Collect Call	\$1.00	\$1.50
Person to Person	\$2.50	\$3.00
<u>Directory Assistance</u>	<u>Per Call</u>	<u>Per Call</u>
	(Jacksonville, Miami)	(Tampa)
Call Allowance	3 calls	3 calls
Each additional Directory Assistance call	\$0.25	\$0.40
Call Completion	\$0.30	\$0.45
Long Distance Directory Assistance	\$0.85	\$0.85
Long Distance Directory Assistance with call completion	\$0.50	\$0.50
<u>Busy Line Verification</u>	<u>Per Request</u>	<u>Per Request</u>
	(Jacksonville, Miami)	(Tampa)
Verification Request	\$0.35	\$1.00
Emergency Interrupt Request (in addition to Verification Request)	\$0.40	\$0.50

Issued: March 5, 2003

Effective: _____

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13.9 e-spire Voice Internet Pack (Cont'd)

13.9.4 Moves/Adds/Changes (MACS)

	One Time Non-recurring
VIP Installation	\$250.00, per bundle
Change to Upgrade VIP, without premises visit	\$50.00, per bundle
Change to Upgrade VIP, with premises visit	\$250.00 per bundle
Change to Upgrade Internet Access speed	\$50.00,per ckt
Change to add DID Trunk Termination	\$50.00, per order
Change to add Voice feature	\$10.00, per order
Change to CSR	\$20.00 per order
Change to add PRI feature	\$10.00 per order
Change to add Newsfeed	\$10.00 per ckt
Change to add Primary DNS	\$25.00 per ckt
Change to add Optional Calling Plans (LATAwide, EAS, Corridor...)	\$10.00 per ckt
PIC change	\$5.00 per WTN
Voice Mail installation	\$10.00 per mailbox
Voice Mail Pager Plus installation	\$10.00 per mailbox
Fax Overflow installation	\$10.00 per mailbox
Enhanced Voice Messaging 9 or less mailboxes	\$50.00 per order
Enhanced Voice Messaging 10 or more mailboxes	\$95.00 per order

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.10 Voice Services Term Plan Program

e-spire Voice Services Term Plan Program provides additional savings for customers committing to a long-term relationship with Xspedius. This program offers credit for one-month of service at the tariffed rate to new Local Service Plus and Local ISDN-CEU end users when they contract for a one-year and two year term commitment. End users committing to three year term contracts will receive credit for two-month of service at the tariffed rate. This program is not exclusively limited to customers that commit to one-year term plans, but all term plan offerings. The table below identifies the amount of credit and distribution for each term plan commitment.

<u>Term Commitment</u>	<u>Credit</u>	<u>Credit Distribution*</u>
1 year term commitment	1 month credit	5 th month following install
2 year term commitment	1 month credit	1 st month following install
3 year term commitment	2 months credit	1 st & 13 th month following install

* Credits issued for the first month may be split between the first and second months invoice dependent on the date of install.

- e-spire Voice Services Term Plan Program is available to new e-spire Local Service Plus and Local ISDN-CEU end users.
- The terms of this Program will not be applicable for end users that terminate their contracts during the first 90 days of service.
- End Users who terminate their contract at any point during the term plan will be required to reimburse Xspedius with the full credited amount under this program in addition to early termination penalties.

Issued: March 5, 2003

Effective: _____

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OPTIONAL LOCAL EXCHANGE SERVICES

13.11 EZ LD Service

The EZ LD service is available to new and existing Local Service, Local Service Plus or Local ISDN CEU customers. The EZ LD service allows customers to enjoy a single rate for certain long distance traffic, provided the customer meets certain usage requirements. New Local Service, Local Service Plus or Local ISDN CEU customers must sign a service agreement for at least a 12-month term. However, for current Xspedius customers, the term commitment shall be no less than the remaining term of the current Required Product if the remaining term is greater than one (1) year.

If a customer elects to receive the EZ LD service, the new service will be incorporated into the terms of the existing Required Product agreement, such that both services will expire concurrently. Notwithstanding, EZ LD cannot be added unless there is at least one year remaining under the existing agreement or both agreements are extended to provide service for at least a one-year term.

The EZ LD product rate is based on 3 factors:

1. Usage pattern – Customer’s intrastate traffic shall not exceed 30% of total EZ LD traffic to qualify for the rates specified below.
2. EZ LD Service term period (1,2,or 3 years)
3. Customer’s prior usage level in which their intrastate traffic does not exceed 30% of total EZ LD traffic.

espire EZ LD product rate guidelines

Term Period	Previous LD usage		
	<u>Up to \$100.00</u>	<u>\$101 - \$300</u>	<u>over \$301</u>
1 year	\$0.055	\$0.055	\$0.049
2 year	\$0.055	\$0.049	\$0.045
3 year	\$0.049	\$0.045	\$0.045

Under the following circumstances, an EZ LD rate can be provided to customers exceeding the 30% intrastate usage limitation:

-- **Intrastate Usage between 30% and 50%.** Customers with intrastate usage between 30% and 50% of total EZ LD usage may be offered an EZ LD rate of \$.055.

Issued: March 5, 2003

Effective: _____

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13.11 EZ LD Service (Cont'd)

13.11.1 EZ LD Conditions for service

EZ LD customer's intrastate long distance traffic shall not exceed the percentage of their total EZ LD traffic, as specified above. In the event their traffic exceed the allowed intrastate usage in two billing months in any 12-month period, Xspedius reserves the right to re-rate those months intrastate minutes to \$.08 per intrastate minute or to charge \$.08 per intrastate minute for the intrastate usage in any additional month, in which the customer's traffic exceed the 50% limit.

13.11.2 Early Termination Penalty

Withstanding anything to the contrary in article 4 of the Agreement, if the customer decide to terminate the EZ LD Service before the end of the term, the customer will be charged an early termination penalty equal to 4 months of average usage. The customer's average usage will be calculated based on the average of the last two full months of usage. In the event the EZ LD agreement is terminated before two full months of service, the average usage will be calculated based on the customer's actual usage to date.

Issued: March 5, 2003

Effective: _____

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