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O<sup>1</sup>

December 2, 2003

COMMISSION  
CLERK

Via Federal Express

Division of the Commission Clerk and Administrative Services  
Bureau of Records and Hearing Services  
Florida Public Service Commission  
4075 Esplanade Way, Room 110  
Tallahassee, FL 32399

Re: O1 Communications of Florida, Inc.

Dear Clerk:

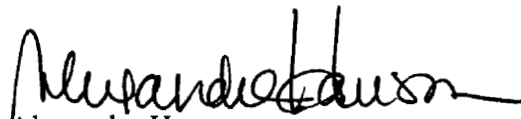
Enclosed herewith for filing are the original and six copies of the following:

- Florida Intrastate Access Rate Sheet
- Florida Telecommunications Price List

Kindly return a date-stamped copy of each document in the self-addressed envelope enclosed to acknowledge receipt.

Should you have any questions or require further information, please do not hesitate to contact me.

Very truly yours,



Alexandra Hanson  
Director, Regulatory Affairs  
O1 Communications, Inc.  
(916) 554-2115 (voice)  
(916) 554-2180 (fax)  
ahanson@o1.com

AUS	_____
CAF	_____
<b>CMP</b>	_____
COM	_____
CTR	_____
ECR	_____
GCL	_____
OPC	_____
MMS	_____
SEC	_____
OTH	_____

Enclosures

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In  
FPSC-BUREAU OF RECORDS

03 DEC -4 AM 10:30  
DISTRIBUTION CENTER

*Tariffs and Price List  
forwarded to CMP.*

**O1 Communications, Inc.**

1515 K Street Suite 100 • Sacramento, CA 95814  
916.554.2100 • 888.444.1111 • www.o1.com

DOCUMENT NUMBER-DATE

12396 DEC-4 03

FPSC-COMMISSION CLERK

**TITLE SHEET**

**FLORIDA INTRASTATE ACCESS RATE SHEET**

**O1 COMMUNICATIONS OF FLORIDA, INC.**

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Issued Date: December 4, 2003  
Issued by:

Alexandra Hanson  
Director, Regulatory Affairs  
1515 K Street, Suite 100  
Sacramento, CA 95814

Effective Date: December 8, 2004

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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 on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
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### SYMBOLS

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- R** Change resulting in a reduction to a customer's bill
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**INTRASTATE ACCESS RATE SHEET**

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**1. APPLICATION OF TARIFF**

This tariff contains regulations, rates and charges applicable to the provision of access services by O1 Communications of Florida, Inc. to customers.

The provision of service by O1 Communications of Florida, Inc. as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

**2. UNDERTAKING OF THE COMPANY**

The company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in this tariff.

**3. SWITCHED ACCESS RATES****3.1. General**

Switched access service is available to interexchange carriers for originating or terminating intrastate interexchange (intraLATA or interLATA) calls from or to end user subscribers over local exchange circuits furnished by the Company. Except as to the charges for specified rate elements set forth herein, the Company concurs with, and switched access service is provided pursuant to, the intrastate switched access service tariff schedules of SBC-Pacific Bell on file with the Commission that are current and in effect as of the effective date of this tariff sheet (see SBC Cal. P.U.C. Schedule 175-T). Reference is hereby made to those schedules for all terms, conditions, and, except as provided herein, rates applicable to intrastate switched access services provided by the Company.

This section contains the specific regulations governing the rates and charges that apply for switched access services. There are three types of rates and charges that apply to switched access service:

- (A) Non-recurring charges: One-time charges that apply for a specific work activity.
- (B) Recurring charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- (C) Usage charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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**INTRASTATE ACCESS RATE SHEET**

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3. SWITCHED ACCESS RATES, cont;d.

3.2. Rate Categories

(A) There are several rate categories which apply to switched access service:

1. Blended Carrier Switched Access Originating
2. Blended Carrier Switched Access Terminating
3. Toll-free 8XX Database Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer-designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

(B) Toll-Free 8XX Database Query

The Toll-Free 8XX Database Query Charge will apply to each toll-free 8XX call query received at the Company's (or its provider's) toll-free 8XX database.

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**INTRASTATE ACCESS RATE SHEET**

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**3. SWITCHED ACCESS RATES, cont:d.****3.2. Rate Categories, cont'd.****(C) Optional Features**

Other optional features may be available on an Individual Case Basis (ICB).

**3.3. Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating end user's local switching center (indicating that the originating end user has disconnected), or the customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the carrier's trunk group at the point of presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exist message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating end user. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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**INTRASTATE ACCESS RATE SHEET**

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3. SWITCHED ACCESS RATES, cont;d.

3.3. Billing of Access Minutes, cont'd.

(A) Intrastate Interexchange (IntraLATA or InterLATA Calls)

The rates shown apply to the specified elements except in cases where switched access service is provided jointly by the Company and another interconnecting local exchange carrier under a meet-point billing agreement approved by the Commission that provides for a single tariff/tariff billing for such services at the rates of such other carrier.

<u>Rate Element</u>	<u>Charge</u>
Tandem termination (per access minute)	\$0.00000
Network interconnection charge (per access minute)	\$0.00000
Terminating intraLATA toll end office switching per MOU	\$0.018
Terminating local switching per setup attempt	\$0.002
Terminating local switching per MOU	\$0.001

(B) Toll-Free 8XX Database Query

Per query      \$0.00453

(C) Switched Access Optional Features

*All optional features are offered on an Individual Case Basis (ICB)*

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by O1 Communications of Florida, Inc. ("Company" or "O1"), with principal offices at 1515 K Street, Suite 100, Sacramento, California 95814. This price list applies for services furnished within the State of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

*Access Service:* Any carrier access service offered in Cal. P.U.C. Schedule 3-T.

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

*Authorized User:* A person, firm or corporation that is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

*Common Carrier:* Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio between two or more exchanges.

*Company:* Option One Telecom, Inc. (“Option One”).

*Customer:* The Common Carrier, person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

*Dedicated:* A facility or equipment system or subsystem set aside for the sole use of a specific customer.

*End Office:* With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company’s “end office” for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code.

*End User:* A person or entity that subscribes to any Option One local exchange service offered under this tariff and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

*Exchange Telephone Company:* Denotes any individual, partnership, association, joint stock company, trust, or corporation engaged in providing switched communication within an exchange.

*Individual Case Basis:* A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

*Intrastate Access Service:* Provides for a two-point communications path between a customer’s premises or a collocated interconnection location and an end user’s premises for originating and terminating calls within the state.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, cont'd.**

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

*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 Calling Area:* The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant LEC tariff for that region. Pacific Bell's local calling area/zone descriptions can be found in Pacific Bell's Tariff Cal. P.U.C. No. A5. Verizon-California's local calling area/zone descriptions can be found in Verizon's Tariff Cal. P.U.C. No. A28.

*Local Distribution Channel:* The physical wires that run from the subscriber's telephone set, or PBX or key telephone system, to the telephone company central office.

*Local Exchange Carrier:* The local phone companies, which can be either a Bell Operating Company or an independent company that provides local transmission services.

*Premises:* The space occupied by a customer or authorized user in a building or buildings.

*Recurring Charges:* The monthly charges to the customer for services, facilities and equipment which continue to apply for duration of the service.

*Service Commencement Date:* The first date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the customer's acceptance. The Company and the customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from the customer, the Service Commencement Date will be the first date on which the service or facility was used by a customer.

*Service Order:* The request for access services, either written or electronic, executed by the customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a customer use the Company's access service without an executed Service Order, the Company will then request the customer to submit a Service Order.

*Serving Wire Center:* The wire center from which the customer designated premises would normally obtain dial tone from the Company.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, cont'd.**

*Shared:* A facility or equipment system or subsystem that can be used simultaneously by several customers; or a customer or any other person authorized by the customer to use service provided under this tariff.

*User:* An authorized user, customer, or joint user at whose premises the Company furnishes service.

*Wire Center:* A building in which one or more end offices, used for the provision of exchange services, are located.

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## SECTION 2 – RULES AND REGULATIONS

### 2.1. Application for Service

Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

### 2.2. Deposits

Deposits and/or advanced payments are not required.

### 2.3. Cancellation by Customer

2.3.1. Cancellation of service by the customer can be made either verbally or in writing as follows:

- (A) Where an application for service is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies.
- (B) When an application which requires special design work is canceled after the design work has begun, the company may collect charges equal to the cost incurred for the associated design work to date.
- (C) If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

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**SECTION 2 – RULES AND REGULATIONS, cont'd.**

**2.4. Disconnection of Service by Carrier**

2.4.1. The carrier may discontinue for any of the following reasons:

- (A) Nonpayment of bills;
- (B) Tampering with the company's property;
- (C) Vacation of the premises by subscriber;
- (D) Violation of rules, service agreements, or filed price list;
- (E) Use of subscriber equipment which adversely affects the company's service to its other subscribers;
- (F) Fraudulent obtaining or use of service; or
- (G) Unlawful use of service or use of service for unlawful purposes.

2.4.2. Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day.

2.4.3. Before service is disconnected, the company will make a good faith effort, by two attempts during reasonable hours, to reach the subscriber by telephone to advise the subscriber of the pending disconnection and the reasons therefor. The company will maintain a log or record of the attempts, showing the telephone number called and the time of call.

Telephone or personal contact need not be attempted when the company has attempted such contact in any two billing periods during a consecutive twelve-month period and the company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

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**SECTION 2 – RULES AND REGULATIONS, cont’d.**

**2.4. Disconnection of Service by Carrier, cont’d.**

- 2.4.4. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.
- 2.4.5. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the company cannot reestablish service on the same or following day.
- 2.4.6. When the company has reason to believe service is to other than the subscriber of record, the company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five business days will be allowed to permit the service users to arrange for continued service.
- 2.4.9. Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- 2.4.10. Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the customer has been made as provided for in the price list of the carrier.

**2.5. Interruption of Service**

- 2.5.1. It is the obligation of the customer to notify the carrier of any interruptions in the service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer’s control, or is not in wiring or equipment connected to the terminal of the carrier.
- 2.5.2. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.

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**SECTION 2 – RULES AND REGULATIONS, cont'd.****2.6. Restoration of Service**

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

**2.7 Rendering and Payment of Bills**

- 2.7.1. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by O1. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within two years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.7.2. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company. In any legal dispute between the customer and the Company, the nonprevailing party may be liable for court costs and attorney fees as determined by the court or by the Public Service Commission.
- 2.7.3. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.
- 2.7.4. In addition to other sales and usage taxes, the billing agent will add to Customers' bills certain federal, state and local surcharges.
- 2.7.5. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the LEC). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

**SECTION 2 – RULES AND REGULATIONS, cont'd.**

**2.8 Disputed Bills**

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- 2.8.1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
- 2.8.2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if the Company has provided the Customer written notice of such delinquency and impending termination as set forth in Section 2.5.2.
- 2.8.3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Division of Consumer Affairs ("DCA") of the Public Service Commission for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with DCA within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.
- 2.8.4. The Company shall respond within 10 business days to requests for information issued by DCA. DCA will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.
- 2.8.5. The address of the Public Service Commission is as follows:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
1-800-342-3552

**SECTION 2 – RULES AND REGULATIONS, cont'd.**

**2.9. Measurement of Service**

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

- Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.
- Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

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

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**SECTION 2 – RULES AND REGULATIONS, cont'd.****2.10. Interconnection**

Interconnection with the facilities or service of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the customer's expense.

**2.11. Liability**

2.11.1. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS, OR SUPPLIERS.

2.11.2. 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.11.4. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers' facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

2.11.5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.

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**SECTION 2 – RULES AND REGULATIONS, cont’d.**

**2.11. Liability, cont’d.**

- 2.11.6. The Company shall not be 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 gross negligence or willful misconduct of the Company’s agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.
- 2.11.7. Notwithstanding the Customer’s obligations as set forth in Section 2.15, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney’s fees) by the Customer or by individuals affiliated with the Customer who are authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer’s use of services furnished under this tariff, including:
- (A) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company’s service; or
  - (B) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
  - (C) all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.11.8. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service related to the claim is rendered.
- 2.11.9. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.11.10. The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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Issued Date: December 4, 2003  
Issued by:

Alexandra Hanson  
Director, Regulatory Affairs  
1515 K Street, Suite 100  
Sacramento, CA 95814

Effective Date: December 8, 2004



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**SECTION 2 – RULES AND REGULATIONS, cont'd.****2.11. Liability, cont'd.**

- 2.11.11. The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including, but not limited to, injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- 2.11.12. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for 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, locations or use of service furnished by the Company at such locations.
- 2.11.13. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all license, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to company equipment, personnel, or the quality of service to other Customers, the company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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**SECTION 2 – RULES AND REGULATIONS, cont'd.**

**2.12. Limitations of Service**

- 2.12.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this price list. The Company may decline applications for service to or from a location which is more than 300 feet distant from existing facilities owned by the Company, where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.12.2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.12.3. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this price list, shall not be liable for errors in transmission or for failure to establish connections.
- 2.12.4. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this price list until the indebtedness is satisfied.

**2.13. Use of Service**

- 2.13.1. Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.13.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.13.3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.13.4. Any service provided under this price list may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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**SECTION 2 – RULES AND REGULATIONS, cont'd.****2.14. Use and Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

**2.15. Responsibilities of the Customer**

2.15.1. The Customer is responsible for: 1) placing any necessary orders; 2) complying with price list regulations; 3) for assuring that users comply with price list regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

2.15.2. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

2.15.3. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

2.15.4. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

**2.16. Special Arrangements and Construction**

2.16.1. Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates and charges for Special Arrangements or Special Construction will be offered to the Customer in writing and on a non-discriminatory basis.

2.16.2. Where the Company furnishes a facility or service under a Special Arrangement or Special Construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) a combination thereof.

**SECTION 2 – RULES AND REGULATIONS, cont'd.**

**2.16. Special Arrangements and Construction, cont'd.**

**2.16.3. Basis for Cost Computation**

Costs for special construction may include one or more of the following items to the extent they are applicable:

- (A) cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include:
  - (1) installation of equipment and materials provided or used,
  - (2) engineering, labor and supervision during construction,
  - (3) transportation of materials, and
  - (4) rights of way required for transmission facilities;
- (B) cost of maintenance;
- (C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (E) license preparation, processing and related fees;
- (F) tariff preparation, processing and other related regulatory fees;
- (G) any other identifiable costs related to the facilities provided; and
- (H) an amount for return and contingencies.

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**SECTION 2 – RULES AND REGULATIONS, cont'd.****2.16. Special Arrangements and Construction, cont'd.****2.16.4. 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 cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 2.17.3.

**2.17. Non-routine Installation and/or Maintenance**

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

**2.18. Taxes**

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

**SECTION 3 – RATE SCHEDULES**

**3.1. Dedicated Business Data Service**

**3.1.1. General Description**

The Company provides dedicated business data services to Customers for transmission at 1.54 Mbps speeds. Customers may utilize the Company's dedicated business data services to access value-added services including the Internet or other online services. This service is a data-only service and does not include voice service.

Where connection is made to value-added services including the Internet or other online services the Customer will be responsible for usage or other charges assessed by the Internet or online service provider.

This service is limited to O1 service areas where O1 has equipment and facilities available and interconnection agreements between O1 and the ILEC.

Utilization of the Company's dedicated business data service requires specialized customer premises equipment ("CPE"). Such CPE may be obtained from the Company on a non-regulated basis or from a third party. It is the responsibility of the Customer to obtain the necessary CPE prior to use of service.

**3.1.2. Rates and Charges**

DS1 Dedicated Data Service

<b>Term</b>	<b>Monthly Recurring</b>	<b>Installation</b>
Month-to-Month	\$334 plus \$1.00/mile	\$750
One Year Contract	\$334 plus \$1.00/mile	\$500
Two Year Contract	\$334 plus \$1.00/mile	\$0

Issued Date: December 4, 2003  
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Sacramento, CA 95814

Effective Date: December 8, 2004

**SECTION 3 – RATE SCHEDULES, cont'd.**

**3.1. Dedicated Business Data Services, cont'd.**

**3.1.3. Conditions of Service**

1. Either party may terminate the contract at the end of the current term by providing the other party with 30 days' prior written notice. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, the contract will be automatically renewed for an additional term equal in length to the expiring term of the agreement.
2. If Customer terminates the contract prior to the end of the contract term, or the contract term is terminated by O1 for material breach by the Customer, Customer shall become immediately liable for the full amount of the recurring monthly charges that would have been assessable during the remainder of the one or two year contract term for the applicable service.
3. The contract may not be assigned by Customer except to a wholly-owned subsidiary or affiliate held under common control with Customer, without the prior written consent of the Company, which will not be unreasonably withheld provided that the Company has been given at least 30 days to consider a request for its consent to the assignment.

**SECTION 3 – SERVICE DESCRIPTIONS, cont’d.**

3.2. Wholesale Data Service

3.2.1. General Description

These rates are applicable to the provision of DS1 wholesale data service to information service providers (“ISPs”) that employ computer processing applications to act on the format, content, code, protocol, or similar aspects of transmitted information, provide additional, different, or restructured information, or permit interaction with stored information. Wholesale data service consists of a minimum of 24 DS0 (one DS1) channel connections utilized for the purpose of terminating local end user calls to ISP modem equipment.

This service is limited to O1 service areas where O1 has equipment and facilities available and interconnection agreements between O1 and the ILEC.

3.2.2. Rates and Charges

	<b>Monthly Recurring</b>	<b>Installation</b>
Wholesale Data Service, per DS0	\$5.00	\$10.00

3.2.3. Conditions of Service

1. Customer must comply with reasonable requests by O1 for accurate forecasts of the numbers of customers that Customer will serve in each rate area in order to enable O1 to provide sufficient facilities to meet Customer’s requirements.
2. Service hereunder includes transport of end user calls to a single O1 point of interconnection in each LATA, as designated by O1.
3. This service is specifically conditioned on O1’s continuing ability to maintain suitable arrangements with other local exchange carriers for the termination to O1 of calls to the local access numbers furnished to Customer. In the event that O1 is unable to maintain arrangements with one or more other local exchange carriers under terms or conditions that O1, in its sole discretion, determines are fair and adequate, O1 may terminate service upon notice to customer without liability but not before obtaining CPUC approval.

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**SECTION 3 – SERVICE DESCRIPTIONS, cont'd.****3.2. Wholesale Data Service, cont'd.****3.2.3. Conditions of Service, cont'd.**

4. Terms and conditions for collocation of any facilities in O1's central offices will be based on negotiated contracts.
5. Customer's initial order for service must be for a minimum of 24 channels (one DS1). Regardless of whether Customer utilizes all 24 channels, Customer must pay the full monthly rate for 24 channels of service.
6. Subsequent orders for additional service may be at the DS0 level and will be charged to Customer per DS0.
7. In order to be eligible to purchase O1 DS1 wholesale data service, Customer must also purchase O1's managed modem product pursuant to negotiated contract.
8. Either party may terminate the contract at the end of the current term by providing the other party with 30 days' prior written notice. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, the contract will be automatically renewed for an additional term equal in length to the expiring term of the agreement.
9. If Customer terminates the contract prior to the end of the contract term, or the contract term is terminated by O1 for material breach by the Customer, Customer shall become immediately liable for the full amount of the recurring monthly charges that would have been assessable during the remainder of the one or two year contract term for the applicable service.
10. The contract may not be assigned by Customer except to a wholly-owned subsidiary or affiliate held under common control with Customer, without the prior written consent of the Company, which will not be unreasonably withheld provided that the Company has been given at least 30 days to consider a request for its consent to the assignment.

**3.3. Special Promotions**

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates and be made part of this tariff.

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Effective Date: December 8, 2004