

IXC REGISTRATION FORM

040282-T1 COPY

Company Name Telepacket, Inc.

Florida Secretary of State Registration No. P04000044857

Fictitious Name(s) as filed at Fla. Sec. of State _____

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My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.


Signature of Company Representative

Travis Johnson
Printed/Typed Name of Representative

03/29/2004
Date

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COMPETITIVE LOCAL CARRIER

TITLE SHEET

Tariff Schedule Applicable to

COMPETITIVE LOCAL CARRIER SERVICES

Of

TELEPACKET, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of the service and facilities for the telecommunications services provided by Telepacket, Inc., with principal offices at 27455 Tierra Alta Way, Suite A, Temecula, California 92590. This tariff applies for the services furnished within the state of Florida. This tariff 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.

COMPETITIVE LOCAL CARRIER

Check Sheet

Current sheets of this tariff are as follows:

Page	Revision	Page	Revision	Page	Revision
1	Original	45	Original	89	Original
2	Original	46	Original	90	Original
3	Original	47	Original	91	Original
4	Original	48	Original	92	Original
5	Original	49	Original	93	Original
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COMPETITIVE LOCAL CARRIER
SYMBOLS SHEET

(D) - DELETE OR DISCONTINUE

(I) - CHANGE RESULTING IN AN INCREASE TO A CUSTOMER'S BILL

(M) - MOVED FROM ANOTHER TARIFF 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

COMPETITIVE LOCAL CARRIER
Tariff Format

A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 15 and 15 would be 14.1.

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Florida PSC. For example, the 4th Revised Sheet 14 cancels the 3rd revised Sheet 14.

C. **Paragraph Numbering Sequence** – There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level.

- 2.
- 2. (A)
- 2. (A). 1
- 2. (A). 1. (a)
- 2. (A). 1. (a). 1.
- 2. (A). 1. (a). 1. (i).
- 2. 1. 1. A. 1. (a). 1. (i). 1. (1).

D. **Check Sheets** - When a tariff filing is made with the Florida PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida PSC.

COMPETITIVE LOCAL CARRIER
TECHNICAL TERMS AND ABBREVIATIONS

No. 1 Definitions

ACCESS CODE - Denotes a uniform code assigned to the company. The code as the form 10XXX or 10XXXXXX for direct access; 950-0XXX or 950-1XXX for calling card access.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called part has answered or disconnected

AUTHORIZED USER - Any person or entity authorized by a customer of the company's service to utilize the service.

TELEPACKET - Used throughout this tariff to refer to Telepacket, Inc.

CALL - A customer attempt for which the complete address code is provided to the service end office

CARRIER - An entity that provides telecommunications services to the public for hire.

CENTRAL OFFICE - A local company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMISSION - The Florida public Service Commission.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between two or more locations or between two or more pieces of terminal equipment.

COMPANY - Telepacket, Inc.

**COMPETITIVE LOCAL CARRIER
TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

No. 1 Definitions (CONT'D)

CLC - Competitive Local Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

FPSC - The Florida Public Service Commission.

CUSTOMER - Any individual, partnership, association, corporation or other entity, which subscribes to the services offered under this tariff.

CUSTOMER DESIGNATED PREMISES - The premises specified by the customer for origination or termination of services.

DATE OF PRESENTATION - The postmark date on the billing envelope

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling

END OFFICE SWITCH - A company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the company for the administration of communications service in a specified area. An Exchange may also consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**COMPETITIVE LOCAL CARRIER
TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

No. 1 Definitions (CONT'D)

EXCHANGE CARRIER - A carrier, which offers telecommunications services to the public when an exchange area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff

FIRM ORDER CONFIRMATION - The date the customer confirms an order for service to be provided by the customer

HOLIDAYS - The company observes the following Holidays: New Year's Day, Memorial Day, July 4, Thanksgiving, Christmas Eve, Christmas Day

INTEREXCHANGE CARRIER (IC / IEC) - Any individual, partnership, association, corporation, or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASATE COMMUNICATIONS - Any communications, which originates and terminates within the same state and is subject to oversight by a state regulatory commission (such as the FPSC) as provided by the laws of the state involved

JOINT USER - An individual or entity authorized by the company and the customer to share in the use of a customer's business exchange service

**COMPETITIVE LOCAL CARRIER
TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

No. 1 Definitions (CONT'D)

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established pursuant the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4

LOCAL CALLING AREA - The company's local calling area for basic service rates mirror the local calling areas described in the dominant local exchange carrier's tariff for that region.

MAJOR RATE INCREASE - A rate increase which is greater than a Minor Rate Increase

MESSAGE - A Message is a call as defined above

MINOR RATE INCREASE - A rate increase, which is both less than 1% of the Company's total Florida intrastate revenues and less than 5% of the affected service's rates. Increase shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either parameter above, then the filing shall be treated as a Major Rate Increase

NONPUBLISHED SERVICE - Service in which the customer's name, address and telephone number are omitted from any telephone directory, street address directory, or in the directory assistance records available to the general public.

OFF-HOOK - The active condition of a telephone exchange line or dedicated access line

ON-HOOK - The idle condition of a telephone exchange line or dedicated access line

COMPETITIVE LOCAL CARRIER
TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

No. 1 Definitions (CONT'D)

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

SERVING WIRE CENTER - The wire center from which the customer-designated premises normally obtains dial tone from the company

SPECIAL ACCESS CIRCUIT - The physical pathway for transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable

Telepacket, Inc.

Florida P.S.C. No.1
Original Sheet 12

COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS

No. 1 Reserved For Future Use

Issued By
Travis Johnson Director, Regulatory

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Telepacket, Inc.

Florida P.S.C. No.1
Original Sheet 13

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 2 Reserved For Future Use

Issued By
Travis Johnson Director, Regulatory

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**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.3 Application for Service

Service is installed by arrangement between Telepacket and the customer.

(A) A customer desiring to obtain service, which may be initiated based on a written or oral agreement between the company and the customer, must provide the following information: 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.

The company shall designate an address to which the customer shall mail or deliver all notices and other communications, except that the company may designate a separate address on each bill for service to which the customer shall mail payment on that bill

If the application is made verbally, the company will, within 10 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the customer's bill. Within 10 days of initiating service, the company shall state in writing for all new customers all material terms and conditions that could affect what the customer pays for telecommunications service provided by the company.

(B) Cancellation of Application for Service:

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case-by-case basis.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.3 Application for Service (CONT'D)

(B) Cancellation of Application for service: (CONT'D)

Where, prior to cancellation by the customer, the company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the company that would have been chargeable to the customer had service begun.

Where the company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the costs of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

Charges are subject to the provisions of General Order No.96-A

(C) Cancellation of Service:

The customer may have service discontinued upon verbal or written notice to the company. The company shall hold the customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

Charges are subject to the provisions of General Order No.96-A.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (Cont'd.)**

No.3 Application for Service, (cont'd.)

(D) 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. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the terms of the Service Order, shall survive such termination.

(E) Termination Liability:

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- (1) 20% of the balance of the total billing payable during the life of the term, or
- (2) The difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

(F) Initiation of Service

Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.

Potential Customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

Telepacket, Inc.

Florida P.S.C. No.1
Original Sheet 17

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.4 Reserved for Future Use

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**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.5 Special Information Required On Forms

(A) Customer Bills

The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. Date the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer must pay the bill;
5. How to contact the Company with questions about the bill; and
6. If the Customer's bill contains charges for inter-LATA and interstate toll calling billed by the Company on behalf of an inter-exchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the presentation date. Should you have any questions regarding this bill, please request an explanation from Telepacket, Inc. If you believe you have been incorrectly billed you may file a complaint with the Florida Public Service Commission, Division of Competitive Markets and Enforcement, 2540 Shumard Oak Blvd, Tallahassee, Florida 32399. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the FPSC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission. "

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.5 Special Information Required On Forms (Cont'd)

(b) Deposit Receipts

Each deposit receipt shall contain the following provisions:

“The deposit, less the amount of any unpaid bills for service furnished Telepacket, Inc., shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.”

COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)

No.6 Advance Payments, Deposits, and Guarantors**(A) Advance Payments**

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges, which may, be applicable as well as any nonrecurring charges for any required special construction. The advance payment made by the Customer is credited to the Customer's account on the first bill rendered.

(B) Deposits

1. Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
2. Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents; condition of physical handicap, source of income, or geographical area of business.
3. Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.
4. Refund upon Discontinuance: Upon discontinuance orientation of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days after discontinuance of service, and will include any interest on the deposit as set forth above.
5. Refund after Satisfactory Payment: After payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.
6. Deposit Receipt: See Rule 5.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS (CONT'D)

No.6 Advance Payments, Deposits, and Guarantors (Cont'd)
(B) Deposits (Cont'd)

7. Deposits shall not be required if the applicant:
 - a. Provides a satisfactory credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
 - b. A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
 - c. The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.7 Notices and Communications

(A) Notice by the Company: Unless otherwise provided by these Rules, any notice by the Company to the Customer or to the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All 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 of the 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, which ever occurs first.

(B) Notice by the Company Regarding Rate Information:

(1) Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice (other than a tariff revision filed with the FPSC) shall be required for minor rate increase or rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.7 Notices and Communications, (cont'd.)

(B) Notice by the Company Regarding Rate Information: (cont'd.)

2. When the Company provides information to a consumer, which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.

3. The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.

4. Notices the Company sends to Customers, or to the FPSC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.

5. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers. The Company shall provide this notice no later than the Company's next periodic billing cycle.

(C) Notice by Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice to the Company.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS (CONT'D)

No.7 Notices and Communications, (cont'd.)

(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 notice set forth herein.

(E) The Company shall, upon request, provide any applicant for service or Customer the following information:

1. The FPSC identification number of its registration to operate as a telecommunications Corporation within Florida. .
2. The address and telephone number of the FPSC to verify its authority to operate.
3. A copy of the FPSC's Consumer Protection Regulations.
4. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
5. A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.
6. The names of billing agents, if any, the Company uses in place of performing the billing function itself.
7. Rate information as required

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.8 Rendering and Payment of Bills

- (A) Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30-day month.
- (B) Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or" an agency authorized to receive such payment. All charges for service are payable only in United States currency. Cash, check, money order, or cashier's check may make payment.
- (C) Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt.
- (D) However, if a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to a least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by written notification of such demand sent by first class mail. If the requested payment is not made within five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1- 1/2% per month or portion thereof that the bill remains unpaid, or the maximum allowed by law. This amount will be assessed from the date payment was due.
- (E) Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- (F) In addition to other sales and usage taxes, the Company will add to Customers' bills certain federal, state and local surcharges. Such charges include, but are not limited to, the surcharges, taxes and fees set forth below:

Florida Relay Service and Communication Devices Fund	0.192%
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- (G) See Rule 5 for other information. To be included on the bill.
- (H) 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 Company). An additional exception for back billing is permitted for a period of one and one-half years in cases involving toll fraud.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.9 Disputed Bill Procedure

(A) 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:

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. 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 as described in Rule No.8, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
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 Competitive Markets and Enforcement ("DCM&E ") of the FPSC for an investigation and decision. To avoid disconnection of service, e Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with "DCM&E" 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.
4. The Company shall respond within 10 business days to requests for information issued by "DCM&E". "DCM&E" 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.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No.9 Disputed Bill Procedure, (cont'd.)
(A), (cont'd.)**

5. The addresses of the FPSC are as follows:

Florida Public Service Commission
Division Of Competitive Markets and Enforcement
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 10 Discontinuance and Restoration of Service

(See also Rule No. 32 - Legal Requirements for Refusal or Discontinuance of Service)

(A) Discontinuance by Customer

1. A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection Customers remain responsible for payment of all bills for services furnished.
2. If a Customer cancels his order for service before the service begins, a \$25.00 charge will be levied upon the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date of the date the order was placed in person or within three (3) days of the date of the Company's written confirmation letter (see Rule 3(a)). No cancellation charge applies to orders canceled due to delays in installation of greater than 50% of the overall service order lead me that are caused by the Company.
3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
4. Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from the Company.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 10 Discontinuance and Restoration of Service, (cont'd.)

(B) The Company may discontinue service under the following circumstances:

(i) Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by FPSC or by the court.

(ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.

(iii) An order from a court from another government authority having jurisdiction, which prohibits the Company from furnishing service.

(iv) Failure to post a required deposit or guarantee.

(v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.

(vi) Any violation of the conditions governing the furnishing of service.

(C) Service may be refused or disconnected in the event of illegal use or of intent to defraud the, Company. The Company may disconnect service for this reason after sending written notice certified mail to the Customer's last known address.

(D) Service will not be discontinued for nonpayment of Category III services, as defined by the New York Public Service Commission.

(E) The Company will continue to provide Customers access to 911 emergency service should service be discontinued by the Company to said Customers until such time as the Customer has established service with another carrier. (Also known as "Warm Line.")

(F) Notice for Disconnection

1. Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.

2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 10 Discontinuance and Restoration of Service, (cont'd.)

(F) Notice for Disconnection

3. Written notice will state:

- . The name and address of the Customer whose account is delinquent;
- . The reason for discontinuance;
- . The amount that is delinquent (if applicable);
- . The date when payment or arrangements for payment are required in order to avoid termination
- . The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges as set forth in Rule 8;
- . The procedure the Customer may use to request amortization of the unpaid charges;
- . The telephone number of a the Company representative, who can provide additional information or institute arrangements for payment;
- . The telephone number of the FPSC Consumer Affairs Branch where the Customer may direct inquiries;
- . Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

(G) Restoration of Service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 11 Request for Old Bill

The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the following fees will apply:

Bills dated within 90 days prior to receipt of request	\$1.00 per bill, plus \$0.25 per telephone Number on the bill in excess of 5 numbers
Bills dated more than 90 days but less than 12 months	\$5.00 per bill, plus \$0.25 per telephone Number on the bill in excess of 5 numbers
Bills dated more than 12 months; less than 48 months	\$20.00 per bill, plus \$0.25 per telephone Number on the bill in excess of 5 numbers

The Company will not provide a second copy of a bill that is more than 48 months old.

The Company shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$1.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$5.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request and \$20.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 12 Temporary Service

From time to time, Telepacket may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 13 Continuity of Service

(A) Allowances for Interruptions in Service

Credit allowance for interruptions of service, which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 18, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Company.

(B) Credit for Interruptions

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Company becomes aware of the interruption. 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.

2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 13 Continuity of Service, (cont'd.)

(B) Credit for Interruptions

3. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruption of 24 hours or less:	Interruption Period to be Credited
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	one day

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

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 24-hour period.

Interruption 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 anyone month period.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 13 Continuity of Service, (cont'd.)
(D) Limitations on Allowances**

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. 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;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of service during a 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;
5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. 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; or
7. Interruption of service due to circumstances or causes beyond the control of the Company.

COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)

No. 13 Continuity of Service, (cont'd.)

(E) Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

(E) 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.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 14 Extensions

1. Not applicable at this time.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 15 Service Connections and Facilities on Customers' Premises

- (A) Service furnished by Telepacket may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by Telepacket is not part of a joint undertaking with such carrier
- (B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such, interconnection.
- (C) Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, included in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.
- (D) The subscriber is required to reimburse the Company for any loss of, or damage to the telephone instrument, facilities or equipment on the subscriber's premises, including loss or damage caused by agents, employees or independent contractors of the subscriber through any cause whatsoever except circumstances beyond the control of the subscriber, his agents, employees and independent contractors.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 16 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 (Bell Core) 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:

$$\sqrt{\frac{(v_1 - v_2)^2 + (h_1 - h_2)^2}{10}}$$

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 17 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.

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

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. The Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding. See the Company's tariff.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 18 Limitation of Liability

(A) The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.

(B) In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.

(C) Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of anyone service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

(D) The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 18 Limitation of Liability, (cont'd.)
(E) Directory Errors**

I. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold- face type) an amount within the following limits:

a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.

b. For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.

c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred.

d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 19 Limitations of Service

(A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

(B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

(C) 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 tariff, shall not be liable for errors in transmission or for failure to establish connections.

(D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory roles and standards.

(E) 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 Tariff until the indebtedness is satisfied.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 20 Use of Service

(A) Service may be used by the Customer for any lawful purpose for which the service is technically suited.

(B) 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.

(C) 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.

(D) Any service provided under this Tariff may be facilities to or shared Jointly used) with other persons at the Customer's option. Service may only be facilities or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, facilities 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 Tariff, 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.

(E) Any individual or company who uses or receives service from the Company, other than the signs of an accepted application for service and a current Customer relationship, shall be liable for the tarified cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the FPSC or the court.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 20 Use of Service, (Cont'd.)

(F) 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, 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.

(G) Unauthorized Use

1. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in other manner so as to annoy, abuse, threaten, or harass.
2. Service shall not be used for any purpose in violation of law.
3. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability provide the service to others.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 21 Responsibilities of the Customer

(A) The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customers telephone lines.

(B) 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.

(C) 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.

(D) 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 Customers intentional or negligent disclosure of the authorization code.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 21 Responsibilities of the Customer, (cont'd.)

(E). The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the FPSC or the court), or liability for patent infringement arising. (1) Combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) Use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the FPSC or the court), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement

In addition and without limitation, the Customer, authorized user, or joint user shall defend, on half of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 22 Special Construction**(A) Basis for Charges**

Special Construction Charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges are subject to the provisions of General Order No. 96-A. Charges will be based on the costs incurred by the Company (including return) and may include:

- (1) Nonrecurring charges;
- (2) Recurring charges;
- (3) Termination liabilities; or
- (4) Combinations of (a), (b), and (c).

(B) 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 a Customer.

- (1) The period on which the termination liability is based is the estimated service life of the facilities provided.
- (2) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

(a) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

1. Equipment and materials provided or used;
2. Engineering, labor, and supervision;
3. Transportation; and
4. Rights of way and/or any required easements;

(b) License preparation, processing, and related fees;

(c) Tariff preparation processing and related fees;

(d) Cost of removal and restoration, where appropriate; and

(e) Any other identifiable costs related to the specially constructed or rearranged facilities.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 22 Special Construction, (Cont'd.)
(B) (Cont'd.)**

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

(4) Charges are subject to the provisions of the Florida State Public Service Commission.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 23 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.

Telepacket, Inc.

Florida P.S.C. No.1
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COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)

No. 24 Reserved for Future Use

Issued By
Travis Johnson Director, Regulatory

Date Filed: 4/1/2004
Effective Date: //2004

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 25 Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for Florida Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by the RBOC (Regional Bell Operating Company) or equivalents.

The Relay Service permits telephone communications between hearing and/or speech-impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to Use.

(A) Only intrastate calls can be completed using the Florida Relay Service under the terms and conditions of this tariff.

(B) The following calls may not be placed through the Relay Service:

- (1) Calls to informational recordings and group bridging service;
- (2) Calls to time or weather recorded messages;
- (3) Station sent paid calls from coin telephones; and
- (4) Operator-handled conference service and other teleconference calls.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 25 Services for the Deaf and Disabled, (cont'd.)

(C) Liability

The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 26 Emergency Telephone Number Service (911 Service)

Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone number who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number to be charged for the call.

Telepacket, Inc.

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COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)

No. 27 Reserved for Future Use

Issued By
Travis Johnson Director, Regulatory

Date Filed: 4/1/2004
Effective Date: //2004

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 28 Change of Service Providers

(A) Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform to Florida Public Service.

(B) Unauthorized Service Termination and Transfer

The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the Customer. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 29 Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customers consent in accordance with Public Service Code. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the Florida Public Service Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the FPSC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the FPSC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published numbers, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certificated Florida utilities for use in outreach programs directed towards low-income subscribers.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 29 Privacy (cont'd.)
(A)**

The following section shall apply if, and when the Company offers service to residential consumers.

(1) The Company shall not make available to any other person or corporation, without first obtaining the residential subscriber's consent, in writing, any of the following information:

- (a) The Customer's personal calling patterns, including any listing of the telephone or other access numbers called by the Customer, but excluding the identification of the person called, of the person calling and the telephone number from which the call was placed, subject to the restrictions, and also excluding billing information concerning the person calling which federal law or regulation requires the Company to provide to the person called.
- (b) The residential Customer's credit or other personal financial information, except when the Company is ordered by the FPSC to provide this information to any electrical, gas, heat, telephone, telegraph, or water corporation, or centralized credit check system, for the purpose of determining the credit worthiness of new utility subscribers.
- (c) The services which the residential Customer purchases from the Company or from independent suppliers of information services who use the Company's telephone or telegraph line to provide service to the residential Customer.
- (d) Demographic information about individual residential Customers, or aggregate information from which individual identities and characteristics have not been removed.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 29 Privacy, (cont'd.)
(A) (cont'd.)**

(2) Any residential Customer who gives his or her written consent for the release of one or more of the categories of personal information specified in subdivision (A) shall be, informed by the Company regarding the identity of each person or corporation to whom the information has been released, upon written request. The Company shall notify every residential Customer of the provisions of this paragraph whenever consent is requested pursuant to this paragraph.

(3) Any residential Customer who has, pursuant to Paragraph (B) above, given written consent for the release of one or more of the categories of personal information specified in Paragraph (A) may rescind this consent upon submission of a written notice to the Company. The Company shall cease to make available any personal information about the Customer within 30 days following receipt of notice given pursuant to this paragraph.

(4) Every violation of this Rule is grounds for civil suit by the aggrieved residential subscriber against the Company and its employees responsible for the violation.

(5) For the purposes of this section, "access number" means a telex, teletext, facsimile, computer modem, or any other code which is used by a residential Customers of a telephone or telegraph corporation to direct a communications to another Customer of the same or another telephone or telegraph corporation.

(6) The Company selling or licensing lists of residential Customers shall not include the telephone number of any Customer assigned an unlisted or non-published access number.

(7) A Customer may waive all or part of the protection provided by this section through written notice to the Company.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 29 Privacy, (cont'd.)
(B)**

(1) Call identification service offered by the Company, shall allow a caller to withhold display of the caller's telephone number, on an individual basis, from the telephone instrument of the individual receiving the telephone call placed by the caller.

(2) There shall be no charge to the caller who requests that his or her telephone number be withheld from the recipient of any call placed by the caller.

(3) The Company will notify its Customers that their calls may be identified to the called party thirty or more days before the Company commences to participate in the offering of a call identification service.

(4) Section (A) does not apply to any of the following:

(a) An identification service, which is used within the same, limited system, including, but not limited to a Centrex or private branch exchange (PBX) system, as the recipient telephone.

(b) An identification service, which is used on a public agency's emergency telephone line or on the line, which receives the primary emergency telephone number (911).

(c) Any identification service provided in connection with legally sanctioned call tracing or tapping procedures.

(d) Any identification service provided in connection with any toll free (i.e. 800) or "900" access code telephone service until the Company develops the technical capability to comply with Paragraph (A) as determined by the FPSC.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 30 Directories

The Company will make printed directories available to Customers at no charge. The incumbent local exchange carrier or other third party may supply such directories.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 31 NonPublished Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth by the FPSC 's Decisions, Rules and Regulations established for the release of non published information as set forth below.

(A) Agencies Authorized to Receive NonPublished Information

Any Florida public agency which employs persons who are peace officers pursuant to Florida Penal Codes, Rules or Regulations and all subsections thereof.

An agency of the federal government, which is lawfully authorized to:

- Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
- Prosecute violations of the criminal laws of the United States; or,
- Enforce civil sanctions which are ancillary to criminal statutes; or,
- Conduct investigations into matters involving the national security of the United States; or,
- Protect federal or foreign officials; or,
- Protect public health and safety; or,
- Conduct emergency rescue operations.
- Any public health agency of the State of Florida or of a city, county, or other local government.

County or City 911 projects.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 31 NonPublished Service, (cont'd.)

(A) Agencies Authorized to Receive NonPublished Information, (cont'd.)

- State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- The Commission, exclusively for the collection of debts, supervises collection agencies, to the extent disclosures made by the agency.
- Florida Public Service Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

(B) Procedure for Release of NonPublished Information to Authorized Agencies

A telephone company shall only provide NonPublished information to persons within agencies who are either:

- Peace officers pursuant to Florida Penal Code and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,
- Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation; or,
- Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,
- Employees of a county or city 911 project when acting in an official capacity; or,
- Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 31 NonPublished Service, (cont'd.)

(B) Procedure for Release of NonPublished Information to Authorized Agencies (cont'd.)

NonPublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that NonPublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, NonPublished information. The written request for the NonPublished information must be signed by the head of the agency or by a previously designated person and the request must state that the NonPublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

NonPublished information shall also be released by a telephone company to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that NonPublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, NonPublished information. The telephonic request for NonPublished information must be made by the head of the agency or by one of the previously designated persons.

The company only on a call back verification basis shall provide the NonPublished information requested by telephone.

The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 31 NonPublished Service, (cont'd.)
(C) Notification to Customer**

The telephone company shall not notify the Customer regarding the release of the Customer's NonPublished information unless the Customer contacts the Company and specifically requests to know whether their NonPublished information has been released.

When a Customer inquires of the Company whether their NonPublished information has been released, the Customer shall be informed that if information has been released they will be notified, by mail about what information was released and which agency requested the information. If there was no release of NonPublished information, the Customer will receive no communication from the Company.

If the requesting agency certifies that disclosure to a Customer about the release of his or her NonPublished information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

The one-year period of nondisclosure shall be extended for successive one-year periods upon new written certification by the agency in each instance.

If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the NonPublished information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their NonPublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 31 NonPublished Service, (cont'd.)
(D) Exception for. Health Officers**

No notification shall ever be made to a Customer that NonPublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

(E) Release of Information to Interexchange Carriers

The Company will provide NonPublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

(F) Retention of Records

All written documents pertaining to NonPublished service shall be retained by telephone companies for at least one year. When an agency requests that notice to the Customer be withheld, the telephone company shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

(G) Unsolicited Telephone Efforts

The Company will not contact NonPublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No.32 Legal Requirements for Refusal or Discontinuance of Service

(A) Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code and subsections, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.

(B) Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.

(C) If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 32 Legal Requirements for Refusal or Discontinuance of Service, (cont'd.)

(D) Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

(E) The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission concerning any provision of this rule.

(F) At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 32 Legal Requirements for Refusal or Discontinuance of Service, (cont'd.)

(G) Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.

(H) The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.

(I) The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in the Florida Public Service Code.

COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)

No. 33 Blocking Access to 900 and 976 Information Services

At the request of the Customer, the Company will block Customer's access to 900 and 976 pay-per-call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 34 Demarcation Points
(A) Responsibilities**

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

(B) Local Loop Demarcation Point

(1) The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

(2) The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 34 Demarcation Point (cont'd.)

(B) Local Loop Demarcation Point, (cont'd.)

(3) The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

(4) Exceptions:

(a) Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.

(b) Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the equipment where the Company has provided the equipment.

(c) Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or building owner, and includes the equipment.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 34 Demarcation Points, (cont'd.)

(B) Local Loop Demarcation Point, (cont'd.)

(4) Exceptions: (cont'd.)

(d) If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.

(e) Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the Company has provided the equipment.

(f) Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

**No. 34 Demarcation Points, (cont'd.)
(C) INC Demarcation Point**

(1) The Intra building Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.

(2) The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.

(3) Where there is no intra building network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

(D) Inside Wire Demarcation Point

(1) The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.

(2) The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation, begins where the Customers inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 34 Demarcation Points, (cont'd.)

(E) Continuous Property

(1) Continuous Property is land, which is

(a) Wholly owned by a single individual or entity, regardless of whether the owner leases all or a portion(s) of the property to another and

(b) Which contains, or will contain, multiple buildings where all Portions of the property may be served without crossing a public thoroughfare or the property

(2) There are three basic types of Continuous Properties:

(a) Single-tenant commercial in which one owner or tenant occupies all building.

(b) Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 34 Demarcation Points, (cont'd.)

(E) Continuous Property, (cont'd.)

(2) There are three basic types of Continuous Properties:, (cont'd.)

(c) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single-family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common do not constitute Continuous Property.

(3) Continuous Property

(a) For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.

(b) It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer request and expense, provide INC.

**COMPETITIVE LOCAL CARRIER
RULES AND REGULATIONS (CONT'D)**

No. 34 Demarcation Points, (cont'd.)

(E) Continuous Property, (cont' d)

(4) Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.

(5) The INC and Inside Wire Demarcation Points are located as described above.

(6) At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly owned property and (b) railroad rights-of-way and extensive, privately owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately owned property. The Company will treat land within the boundaries of privately owned property under (b) above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

COMPETITIVE LOCAL CARRIER
DESCRIPTION OF SERVICE

No. 1 Description of Service

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

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The company is responsible under this tariff 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 (e.g., NPA 900, NXX 976, etc.).

Service is offered for local calling to customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 1 of this tariff.

Service is available 24hrs per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

Services are offered via the company's facilities (whether owned, leased or under contract) in combination with facilities services provided by other certificated carriers.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES

Schedule 1: Service Charges

1. Service Order Charge

The service order charge is a nonrecurring charge which applies to administrative processing of orders for the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same of a different location; or (d) restoration of service after suspension or termination for nonpayment.

All Areas	Residential	Business
Per New Order	\$25.00	\$50.00
Per Change Order	\$25.00	\$50.00

2. Restoration Charge

A restoration charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

All Areas	Residential	Business
Per Account	\$8.00	\$10.00

**COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)
Schedule 1: Service Charges (CONT'D)**

3. Charges Associated With Premises Visit

Inside wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

(A) Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the company but identified by the company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Per Premises Visit:

	1st 15 Mins.	Each Addt'l 15 Mins. or Fraction
Company Work Day	\$45.00	\$16.00
Non Company Work Day (Except Sun. & Holiday)	\$50.00	\$18.00
Sun. or Holiday	\$55.00	\$20.00

(B) Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the company's technician's install or maintain inside wire.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)
 Schedule 1: Service Charges (CONT'D)

1. Inside wire installation Charge

Installation charges apply when a customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Material is included in each time increment charge.

a. Inside Wire Installation Charge

Jack Installation Charge Per Order, Per Premises	All Areas
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- 1st Jack	\$50.00
- Each Additional (Pre-wired)	\$25.00
- Each Additional (Unwired)	\$65.00

b. Wire Installation Charge

- Per wall, per wire pull	\$80.00
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c. Inside Maintenance Charge
(Per premises visit)

- 1st 15 Mins	\$50.00
- Each Additional 15 Mins	\$25.00

2. Primary Inter-exchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

- Per Line Pic Change:	\$10.00
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COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)
 Schedule 1: Service Charges (CONT'D)

4. TELEPACKET - Basic

Package Price for Basic

Primary Line, Per Month	\$20.00
Secondary Line, Per Month	\$10.00
Service Connection Fee, One-Time Charge Per Line	\$70.00

Basic includes the following:

1. A monthly allowance of 500 free minutes of local, interstate and intrastate calling including Canada. Unlimited free minutes Telepacket to Telepacket customer calling. The 500 free minutes is calculated as follows: Calls placed via the customers' presubscribed telephone number and calls placed via toll free access with a value up to \$0.25 per minute. All calls placed via toll free access within the 500-minute allowance will be billed as noted below.

All calls within 500-minute allowance

Local Access	\$0.00
Toll Free Access	\$0.05

All Calls above 500-minute allowance

Local Access	\$0.15
Toll Free Access	\$0.25

2. Custom Calling Feature(s): Call Forwarding, Call Waiting, Caller ID and Speed Calling, 3+ Way Calling, Call Transferring, Call Back Last Missed Call, Find Me/Follow Me, Call Hold, Call Swap, Repeat Calling, Unified Messaging, Voice Mail
3. Calls from a Telepacket customer to a Telepacket customer are unlimited
 - a. All calls placed to a Telepacket customer from a Telepacket Customer are unlimited free minutes.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)
Schedule 1: Service Charges (CONT'D)

5. TELEPACKET – Unlimited Local

Package Price for Basic

Primary Line, Per Month	\$30.00
Secondary Line, Per Month	\$15.95
Service Connection Fee, One-Time Charge Per Line	\$70.00

Unlimited Local includes the following:

- A. A monthly allowance of unlimited free minutes of local, and 500-minutes interstate and intrastate calling including Canada. Unlimited free minutes Telepacket to Telepacket customer calling. The 500 free minutes is calculated as follows: Calls placed via the customers' presubscribed telephone number and calls placed via toll free access with a value up to \$0.25 per minute. All calls placed via toll free access within the 500-minute allowance will be billed as noted below.

All calls within 500-minute allowance

Local Access	\$0.00
Toll Free Access	\$0.05

All Calls above 500-minute allowance

Local Access	\$0.15
Toll Free Access	\$0.25

- B. Local line, unlimited local, unlimited Telepacket to Telepacket customer calling
- (a) Local line and Unlimited local Calling
 - (b) All calls from a Telepacket customer to a Telepacket customer are unlimited free minutes.
- C. Custom Calling Feature(s): Call Forwarding, Call Waiting, Caller ID and Speed Calling, 3+ Way Calling, Call Transferring, Call Back Last Missed Call, Find Me/Follow Me, Call Hold, Call Swap, Repeat Calling, Unified Messaging, Voice Mail

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)
Schedule 1: Service Charges (CONT'D)

6. TELEPACKET – Unlimited National

Package Price for Basic

Primary Line, Per Month	\$39.99
Secondary Line, Per Month	\$19.99
Service Connection Fee, One-Time Charge Per Line	\$70.00

Unlimited National includes the following:

1. A monthly allowance of unlimited free minutes of local, unlimited inter-state and intra-state calling including Canada. Unlimited free minutes Telepacket to Telepacket customer calling. There is an additional charge for minutes used when utilizing the Toll Free Access number, the unlimited local, intra-state and inter-state minutes are calculated as follows: Calls placed via the customers' presubscribed telephone number and calls placed via toll free access with a value up to \$0.05 per minute. All calls placed via toll free access will be billed as noted below.

All Calls

Local Access	\$0.00
Toll Free Access	\$0.05

2. Local line and Unlimited Local, Domestic (Contiguous) Long Distance, Unlimited Telepacket to Telepacket customer calling
 - (a) Local line and Unlimited Local, Domestic (Contiguous) Long Distance calling
 - (b) All calls from a Telepacket customer to a Telepacket customer are unlimited free minutes.
3. Custom Calling Feature(s): Call Forwarding, Call Waiting, Caller ID and Speed Calling, 3+ Way Calling, Call Transferring, Call Back Last Missed Call, Find Me/Follow Me, Call Hold, Call Swap, Repeat Calling, Unified Messaging, Voice Mail

COMPETITIVE LOCAL CARRIER

RATE SCHEDULES, (CONT'D)

Schedule 1: Service Charges (CONT'D)

7. TELEPACKET – Telebiz Basic

Package Price for Basic

Primary Line, Per Month	\$39.99
Secondary Line, Per Month	\$20.00
Service Connection Fee, One-Time Charge Per Line	\$70.00

Basic includes the following:

1. A monthly allowance of 1500 free minutes of local, interstate and intrastate calling including Canada. Unlimited free minutes Telepacket to Telepacket customer calling. The 1500 free minutes is calculated as follows: Calls placed via the customers' presubscribed telephone number and calls placed via toll free access with a value up to \$0.25 per minute. All calls placed via toll free access within the 1500-minute allowance will be billed as noted below.

All calls within 1500-minute allowance

Local Access	\$0.00
Toll Free Access	\$0.05

All Calls above 1500-minute allowance

Local Access	\$0.15
Toll Free Access	\$0.25

2. Custom Calling Feature(s): Call Forwarding, Call Waiting, Caller ID and Speed Calling, 3+ Way Calling, Call Transferring, Call Back Last Missed Call, Find Me/Follow Me, Call Hold, Call Swap, Repeat Calling, Unified Messaging, Voice Mail
3. Calls from a Telepacket customer to a Telepacket customer are unlimited
 - a. All calls placed to a Telepacket customer from a Telepacket Customer are unlimited free minutes.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)
 Schedule 1: Service Charges (CONT'D)

8. TELEPACKET – Telebiz Unlimited

Package Price for Telebiz Basic

Primary Line, Per Month	\$59.99
Secondary Line, Per Month	\$25.99
Service Connection Fee, One-Time Charge Per Line	\$70.00

Telebiz Unlimited includes the following:

1. A monthly allowance of unlimited free minutes of local, unlimited inter-state and intra-state calling including Canada. Unlimited free minutes of Telepacket to Telepacket customer calls. There is an additional charge for minutes used when utilizing the Toll Free Access number, the unlimited local, intra-state and inter-state minutes are calculated as follows: Calls placed via the customers' presubscribed telephone number and calls placed via toll free access with a value up to \$0.05 per minute. All calls placed via toll free access will be billed as noted below.

All Calls

Local Access	\$0.00
Toll Free Access	\$0.05

2. Local line and Unlimited Local, Domestic (Contiguous) Long Distance, Unlimited Telepacket to Telepacket customer calling
 - (c) Local line and Unlimited Local, Domestic (Contiguous) Long Distance calling
 - (d) All calls from a Telepacket customer to a Telepacket customer are unlimited free minutes
3. Custom Calling Feature(s): Call Forwarding, Call Waiting, Caller ID and Speed Calling, 3+ Way Calling, Call Transferring, Call Back Last Missed Call, Find Me/Follow Me, Call Hold, Call Swap, Repeat Calling, Unified Messaging, Voice Mail

**COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)
SCHEDULE 2: NETWORK EXCHANGE BUNDLED SERVICE**

1. TELEPACKET

(A) Description

Telepacket offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include flat rate local service, long distance services (inter and intra state toll), and selected custom calling features, voice mail, VOIP, and optional Internet Access. Toll calls are billing in one (1) minute increments. Toll calls can also be offered as a "flat rate package." The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis.

Customers will be billed directly by the company. Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records with enhanced "self service provisioning tools" on line and in real time via the company's designated web site.

Network exchange bundled service includes the calling features listed below:

Call Forwarding - Call Forwarding (CF), when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call Forwarding does not affect call-originating ability. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the call forwarding is billed for the forwarded leg of the call.

Voice Mail - Voice Mail (VM), when activated, allows the calling party to leave a message for the customer when the customer fails to retrieve the active calling party's attempt to contact the customer. The calling party is redirected to the company's switch Unified Messaging subsystem, when the active calling party is redirected and when the Unified Messaging subsystem terminates the active call a series of pre-recorded voice announcements will play, when the announcements prompt calling party to leave a message for the customer, the Unified Messaging subsystem will then store the recorded message from the calling party for the customer to retrieve at anytime. Retrieval of the UM recorded message from calling party's to the customer may be done with any telephone capable of DTMF and by the companies designated website. The customer may also customize the Voice Mail feature in many ways; it is the customer's responsibility to check with the company for additional information on the "How-To" and customization techniques with instruction. The customer has to initiate the Voice mail feature.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES (CONT'D)

SCHEDULE 2: NETWORK EXCHANGE BUNDLED SERVICE (CONT'D)

- 1. TELEPACKET (CONT'D)
- (A) Description (CONT'D)

Call Waiting - Call Waiting (CW) provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to place a call, and is automatically deactivated when the customer disconnects from the call.

Speed Calling - Speed Calling (SP) allows a customer to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number of a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less. The calling party is billed for the call to the called number if the call is billable.

Caller ID - Caller ID (CID) Allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE that may or may not be provided by the company. It is the responsibility of the customer to provide the necessary CPE

Call Hold - Call Hold (CH) Allows a customer, when activated, to place an active call on "hold" and retrieve their party at any time. This feature can depend on configuration and CPE that may or may not be provided by the company. It is the responsibility of the customer to provide the necessary CPE.

Unified Messaging - Allows a customer to access the company's website and navigate to a designated area in the website, log-in and check/view their messages of E-mail, Facsimiles or Voice Mail from any computer that can access the Internet and using certain specific Internet technologies, codec's and etcetera. The customer may also send certain types of messages from this designated area in the website called Unified Messaging. Unified Messaging (UM) service requires the use of specialized CPE that may or may not be provided by the company. It is the responsibility of the customer to provide the necessary CPE to use this feature.

Repeat Calling - Repeat Calling (RC), when activated, allows a customer to continuously dial a called party telephone number until the called party's telephone number is no longer Busy or until the company's switch "times out" on this feature. Repeat Calling feature is activated by pressing a DTMF key on the customers CPE or dialing additional DTMF keys if required. The company's switch will then retrieve last known called party number and redial last known called party number for termination. The calling party is billed for the call to the called number if the call is billable. The customer has to initiate the Repeat Calling feature.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)

SCHEDULE 2: NETWORK EXCHANGE BUNDLED SERVICE (CONT'D)

1. TELEPACKET (CONT'D)
(A) Description (CONT'D)

3+ Way Calling - 3+ Way Conferencing (3+W), when activated, allows a customer to host a conference call with 3+ (i.e., 3 or more) parties at the same time by using flash hook or quick depression and release of the on/off hook switch on the customers CPE. The customer can place a call to a telephone number, when the customer desires to bring a new party into the current hosted call between host and 1st called party customer will either press the flash hook or make a quick depression and release on the on/off hook and receive a tone, customer can then dial any telephone number and either press the flash hook or make a quick depression and release on the on/off hook and will resume session with 1st called party and will begin conferencing with 2nd called party. Each additional party to be in conference, customer will have to repeat steps outlined. The calling party is billed for the call to the called number if the call is billable.

Call Transfer - Call Transfer (CT), when activated, allows a customer to redirect an actively terminated call to another customer specific line or any desired terminating telephone number. Call Transfer does not affect the call originating ability. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with Call Transfer is billed for the forwarded leg of the call. The customer has to initiate the call transfer.

Call Back Last Missed Call - Call Back Last Missed Call (CMLMC), when activated, allows a customer to Call Back the last calling party. Call Back feature is activated by pressing the asterisk key (“*”) on the customers CPE and then dialing “69”, the company’s switch will then retrieve last known calling party number and redial last known calling party number for termination. The calling party is billed for the call to the called number if the call is billable. The customer has to initiate the Call Back Last Missed Call feature.

Follow Me/Find Me Calling – Follow Me/Find Me (FM/FM), when activated, allows a customer to specify pre-prescribed phone numbers in sequence and with a “time out” or “number of attempted rings” allowed to the pre-prescribed phone numbers in the sequential list. The customer activates FM/FM on the company’s designated website and prescribes phone numbers sequentially and specifies the “time out” or “maximum number of attempted rings.” When a calling party attempts to contact the customer and the customer does not answer one of the sequentially listed phone numbers than a “time out” or maximum number of rings have occurred, the company’s switch will than retrieve the next phone number the customer specified in their FM/FM list until the customer is “found/located” or until the call has been terminated at one of the pre-prescribed phone numbers of the customer. The calling party is billed for the call to the called number if the call is billable.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)
Schedule 3: Directory Services

1. Directory Assistance

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

(B) A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator.

(C) Rates - A charge applies per request. No call allowance applies.

Per Request:	\$0.95
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2. Directory Listings

A Single main listing is provided free of charge for each customer of record. Additional listings are billed as follows:

Per Additional Directory Listings

Nonrecurring Charge	\$50.00
Monthly Recurring Charge	\$1.50

Non-Published Listings

Nonrecurring Charge	\$25.00
Monthly Recurring Charge	\$1.50

**COMPETITIVE LOCAL CARRIER
RATE SCHEDULES, (CONT'D)
Schedule 4: Operator Services**

1. Operator Assistance

(A) Description

Local calls may be completed or billed with the live or mechanical assistance by the company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Calls may be placed on a station-to-station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for Operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

(B) Usage For Operator Services - See Schedule 2

(C) Per Call Charges

1. Person to Person (Customer Dialed)	\$4.00
2. Station to Station (Customer Dialed)	\$0.50
3. Billed to Non-Proprietary Card (Additional surcharge)	\$0.50
4. Operator Dialed Charge (Applies in addition to other charges)	\$1.00

COMPETITIVE LOCAL CARRIER

RATE SCHEDULES (CONT'D)

Schedule 5: Customized Number Service

1. Customized Number Service allows a customer to order a specified telephone number rather than the next available number, subject to the availability of facilities and requested telephone numbers. The company will not be responsible for the manner in which the customer uses customized numbers for marketing purposes.
2. When a new customer assumes an existing service, which includes customized number service, the new customer may keep the customized number, at the tariffed rate, with the written consent of the company and the former customer.
3. The company re-services and retains the right 1) to reject any request for specialized telephone numbers and right to refuse requests for specialized telephone numbers; 2) of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to any other except as otherwise provided in this Tariff; 3) to assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
4. Charges for Customized Number Service apply when a customer:
 - (A) Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
 - (B) Requests a number change from the customer's present number to a Customized Number.
 1. The company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the company for Customized Number Service.

5. Rates

	Nonrecurring Charge	Monthly Charge
Business Customer:		
Per Customized Number	\$30.00	\$1.90
Residential Customer:		
Per Customized Number	\$20.00	\$0.50

COMPETITIVE LOCAL CARRIER

RATE SCHEDULES (CONT'D)**Schedule 6: Blocking Service**1. General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available upon request to all customers, provided the service central office is appropriately equipped to provide the service.

- (A) 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- (B) 900,971,976 & 700 Blocking - allows the subscriber to block all calls beginning with the 900,971,976 and 700 prefixed from being placed.
- (C) Third Number Billed and Collect call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- (D) Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.
- (E) Toll Restriction will not block the following types of calls: 911 (Emergency), 1+800 (Toll Free), and operator assisted toll calls.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES (CONT'D)
Schedule 6: Blocking Service (CONT'D)

1. General (CONT'D)

(F) Toll Restriction Plus - provides subscribers with Toll Restriction, as described in this Section, and blocking of 411 calls.

(G) Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the company.

2. Regulations

(A) The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number or collect billed calls

(B) Blocking Service is available where equipment and facilities permit.

3. Rates and Charges

(A) Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

Nonrecurring Charges:

Initial Order	
900 and 700 Blocking	\$0.00
900,976 and 700 Blocking	\$0.00

Subsequent Order

900 and 700 Blocking	\$5.00
900,976 and 700 Blocking	\$5.00

Monthly Charges:

Third Number Billed and Collect Call Restriction	\$2.00
Toll Restriction	\$2.00

(B) Pricing for Blocking Service for a business Customer with more than 200 lines is on an individual case basis

COMPETITIVE LOCAL CARRIER

RATE SCHEDULES (CONT'D)Schedule 7: Calling Features

1. General

The features in this section are made available on an per usage basis. All features are provided subject to availability; features may not be available with all calling Features. Transmission levels may not be sufficient in all cases.

2. Description of Features

3+ Way Calling: Allows a customer to add three (3) or more parties to an existing two-way call and form a three or more way call. When the additional party answers, a two-way conversation can be held before adding the original party for a three or more way conference. The customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different or a new party.

Call Trace: Allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls. There is a maximum of one (1) trace to any number per calendar day.

Voice Mail – Voice Mail (VM), when activated, allows the calling party to leave a message for the customer when the customer fails to retrieve the active calling party's attempt to contact the customer. The calling party is redirected to the company's switch Unified Messaging subsystem, when the active calling party is redirected and when the Unified Messaging subsystem terminates the active call a series of pre-recorded voice announcements will play, when the announcements prompt calling party to leave a message for the customer, the Unified Messaging subsystem will then store the recorded message from the calling party for the customer to retrieve at anytime. Retrieval of the UM recorded message from calling party's to the customer may be done with any telephone capable of DTMF and by the companies designated website. The customer may also customize the Voice Mail feature in many ways; it is the customer's responsibility to check with the company for additional information on the "How-To" and customization techniques with instruction. The customer has to initiate the Voice mail feature

Unified Messaging – Allows a customer to access the company's website and navigate to a designated area in the website, log-in and check/view their messages of E-mail, Facsimiles or Voice Mail from any computer that can access the Internet and using certain specific Internet technologies, codec's and etcetera. The customer may also send certain types of messages from this designated area in the website called Unified Messaging. Unified Messaging (UM) service requires the use of specialized CPE that may or may not be provided by the company. It is the responsibility of the customer to provide the necessary CPE to use this feature.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES (CONT'D)
Schedule 7: Calling Features (CONT'D)

Follow Me/Find Me Calling – Follow Me/Find Me (FM/FM), when activated, allows a customer to specify pre-prescribed phone numbers in sequence and with a “time out” or “number of attempted rings” allowed to the pre-prescribed phone numbers in the sequential list. The customer activates FM/FM on the company’s designated website and prescribes phone numbers sequentially and specifies the “time out” or “maximum number of attempted rings.” When a calling party attempts to contact the customer and the customer does not answer one of the sequentially listed phone numbers than a “time out” or maximum number of rings have occurred, the company’s switch will then retrieve the next phone number the customer specified in their FM/FM list until the customer is “found/located” or until the call has been terminated at one of the pre-prescribed phone numbers of the customer. The calling party is billed for the call to the called number if the call is billable.

Call Return: Allows a customer to automatically redial the last number dialed. The customer activating a code accomplishes this. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

This feature also allows customers, having reached a busy number, to dial a code before hanging up. The Automatic Callback feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be invoked with Call Return:

1. Calls to 800 Service Numbers
2. Calls to 900 Service Numbers
3. Calls preceded by an inter-exchange carrier access code
4. International Direct Distance Dialed calls
5. Calls to Directory Assistance
6. Calls to 911 (Emergency)

3. Rates and Charges

(A) Monthly Rates

	Residential	Business
3+ Way Calling	\$1.00	\$1.00
Call Trace	\$1.00	\$1.00
Call Return	\$1.00	\$1.00
Follow Me/Find Me Calling	\$2.50	\$2.50
Unified Messaging	\$0.50	\$0.50
Voice Mail	\$2.50	\$2.50

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES (CONT'D)
 Schedule 7: Calling Features (CONT'D)

3. Rates and Charges (CONT'D)

(A) Monthly Rates

	Residential	Business
Calling Number Display	\$1.00	\$1.00
Calling Name Display	\$5.00	\$5.00
Customer Originated Trace	\$1.00	\$1.00
Calling Number Deliver Blocking	\$1.00	\$1.00
Selective Call Acceptance	\$1.00	\$1.00
Selective Call Rejection	\$1.00	\$1.00
Selective Call Forwarding	\$1.00	\$1.00
Anonymous Call Rejection	\$1.00	\$1.00
Distinctive Ringing/Call Waiting	\$2.50	\$2.50
Automatic Callback	\$1.00	\$1.00

(B) Connection Charges

Connection charges apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises. See Schedule #1

Telepacket, Inc.

Florida P.S.C. No.1
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COMPETITIVE LOCAL CARRIER
RATE SCHEDULES (CONT'D)
Schedule 8: RESERVED FOR FUTURE USE

Issued By
Travis Johnson Director, Regulatory

Date Filed: 4/1/2004
Effective Date: //2004

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES (CONT'D)
Schedule 9: Voice Over Internet Protocol (VOIP)

1. Description

Voice Over Internet Protocol (VOIP) provides Customers with the ability to originate and receive calls via a private; IP based broadband connection to the PSTN. The standard voice package will consist of a directory number, a set of features, and minutes of use. The minutes may be used for local, local toll, and domestic long distance calling minutes. Each Customer sale entails a custom solution with design, provisioning and implementation being done on a case-by-case basis.

VOIP Package includes the following features:

Caller ID	Call Transfer
Call Hold	Call Waiting
Call Forward	Call Park/Pickup
Do Not Disturb	3+-way calling
Repeat Calling	Speed Dialing

1 Directory Listing per Customer

In addition, Web Based Calling Features include the following:

Find Me/Follow Me Calling	Unified Messaging
Instant Messaging	Visual voicemail
Online Directory Services	Scheduled Conferencing
	With Data Collaborations
Web-Based Dashboard	Enhanced Self Provisioning
	Management Tool(s)

VOIP Optional Services:

Additional minutes - local, local toll, and domestic long distance calls over the monthly allowance are billed at a per minute rate

International long distance outside Canada - calls are billed at international per minute rates and are not included in the monthly minute allotment.

Enhanced Web based administrative tools - monthly subscription rate available for tools to enable monitoring & management of VOIP service by Customers.

COMPETITIVE LOCAL CARRIER
RATE SCHEDULES (CONT'D)
Schedule 9: Voice Over Internet Protocol (VOIP) (Cont'd)

2. Terms and Conditions

All terms and conditions as specified in this Tariff will apply unless otherwise specified in the Service Agreement between Carrier and Customer.

3. Rates

Customers may select 1, 2, or 3-year term commitments. Pricing may be based on term commitment, number of stations, and number of minutes selected by Customer. Company will offer service agreements to meet the diverse communications needs of Company's Customers. Pursuant to the Florida Public Service Commission Decisions and Rules, all service agreements will be handled as an Individual Contract Basis (ICB).

COMPETITIVE LOCAL CARRIER
SPECIAL SERVICE ARRANGEMENTS

1. Individual Case Basis (ICB) Arrangements

(A) General Description

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

(B) Rate Regulations

Rates quoted in response to requests may be different than those specified for such services in this tariff. The customer has one hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates.

(C) 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.

COMPETITIVE LOCAL CARRIER
SAMPLE FORMS

1. Disconnection Notice

Telepacket, Inc.

THIS IS A FINAL DISCONNECTION NOTICE. PAY _____ PRIOR TO _____ TO AVOID
DISCONNECTION OF YOUR BASIC TELEPHONE SERVICE.

Dear Customer:

Phone number _____

By paying the amount noted above by the date noted above you will avoid the inconvenience of all or
part of your service being interrupted and will avoid a charge of \$_____ for reconnection of service. If
payment arrangements are not made within five days of temporary suspension, your incoming telephone
service will be suspended. Seven days later, your account will be terminated.

If you cannot pay your balance please call us at _____ to arrange for an acceptable payment
arrangement/plan.

If you have already made full payment, please disregard this notice.

Account number _____
Amount enclosed _____
Total amount due _____

COMPETITIVE LOCAL CARRIER
SAMPLE FORMS (Cont'd.)

2. Customer Alert

Telepacket, Inc.

Our records show that your account is past due in excess of XXX days. The intent of Telepacket is to assist our customers meet their business needs. We would like to offer you assistance with payment options. Please contact us at XXX-XXX-XXXX to discuss these options.

Unfortunately, unless we hear from you and agree upon a payment plan by month, date, year then we will have to disconnect your service. A reconnection fee will be required, as if you ordered service for the first time, to restore your service after disconnection.

We value your business. Please do not leave us with disconnection as our only alternative. Please contact us immediately and let's discuss a payment arrangement.

COMPETITIVE LOCAL CARRIER
SAMPLE FORMS (Cont'd)

3. Return Check Charge

Telepacket, Inc.

This letter is to advise you that we have received a returned check for insufficient funds on your account.

A return check charge of \$XX will be applied to your account along with your previous balance.

Please contact us at XXX-XXX-XXXX and make arrangements to pay your bill in full