

ORIGINAL



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February 12, 2007

Via Federal Express

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

Re: IXC Registration Form

Dear Sir or Madame:

Transmitted herewith for filing on behalf of DukeNet Communications, LLC ("DukeNet") are the original and one (1) copy of DukeNet's IXC Registration Form. Pursuant to Section 364.04 of the Florida Statutes, a copy of DukeNet's tariff is also enclosed. After filing, please date-stamp and return one copy of the IXC Registration Form to my office.

Thank you for your assistance. Should any questions arise in connection with this matter, please do not hesitate to contact me.

Sincerely,

Tracy W. Kimbrell
Tracy W. Kimbrell

TWK:lrb

Enclosures

Original Tariff forwarded to CFP.

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FPSC-BUREAU OF RECORDS

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IXC REGISTRATION FORM

Company Name DukeNet Communications, LLC 070114-T1

Florida Secretary of State Registration No. M02000000691

Fictitious Name(s) as filed at Fla. Sec. of State n/a

Company Mailing Name DukeNet Communications, LLC

Mailing Address PO Box 1007-ST29B, Charlotte, NC 28201

Web Address www.dukenet.com

E-mail Address n/a

Physical Address 400 South Tryon Street-ST29B, Charlotte, NC 28201

Company Liaison Tony Cockerham

Title Vice President - Sales and Marketing

Phone 704-382-5247

Fax 704-382-3534

E-mail address arcocker@duke-energy.com

Consumer Liaison to PSC Same as above

Title _____

Address _____

Phone _____

Fax _____

E-mail address _____

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

Tony Cockerham

Printed/Typed Name of Representative

02/07/07

Date

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by DukeNet Communications, LLC, with principal offices at 400 South Tryon Street, Charlotte, NC 29209. This tariff applies for 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.

ISSUED: _____

EFFECTIVE: _____

Anthony R. Cockerham
VP Sales and Marketing
400 S. Tryon Street
Charlotte, NC 28209

CHECK SHEET

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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16	Original
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23	Original

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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

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TARIFF FORMAT SHEETS

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 14 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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the FPSC, 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 this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision 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 FPSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Carrier – DukeNet Communications, LLC

Common Carrier – An authorized company or entity providing telecommunications service to the public.

Commission – The Florida Public Service Commission

Customer - The person, firm, corporation or other entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) – A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communication services.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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SECTION 2 - RULES AND REGULATIONS**2.1 Application of Tariff**

- 2.1.1 This Tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by Carrier for telecommunications between points within the State of Florida. Carrier's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.
- 2.1.2 Carrier's services may be provided over the telecommunications channels, facilities or services of other facilities-based carriers and may involve the resale of services of underlying Common Carriers.
- 2.1.3 The rates and regulations contained in this Tariff apply only to the services furnished by Carrier to the Customer and do not apply to lines, facilities, or services used in accessing the services of Carrier that are not provided by Carrier.
- 2.1.4 The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other Common Carriers in addition to or in lieu of Carrier.

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 Carrier's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.2.4 Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

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SECTION 2 - RULES AND REGULATIONS continued

2.2.5 Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 Liability of Carrier

2.3.1 Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.

2.3.2 Interruption means an interruption or degradation of the service provided by Carrier that violates Carrier's technical standards for such service as set forth in Customer's Service Agreement. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

2.3.3 Customer shall be entitled to a credit for any Interruption of Service exceeding thirty (30) minutes in duration, computed at a rate of 1/1460 of the monthly recurring charge applicable to the service subject to said Interruption for each half hour or majority fraction thereof that such Interruption continues, measured as provided below, after the maintenance time permitted Carrier pursuant to Section 2.3.6 below; provided that if more than one Interruption occurs within a twenty-four (24) hour period, the length of all such Interruptions shall be aggregated and treated as a single Interruption for purposes of determining the availability and amount of a credit. Interruptions shall be measured from the time that Carrier receives notice of such Interruption to the time of material restoration of the applicable portion of the service, less any maintenance time permitted Carrier pursuant to Section 2.3. 6 below, and less any time period during which Customer fails to accord access to Carrier to any necessary facilities provided by Customer for the purpose of investigating and curing such Interruption. Customer may notify Carrier of an Interruption by telephone, facsimile, electronic mail, courier or any such

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SECTION 2 - RULES AND REGULATIONS continued

similar expedited communication methodology. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.

- 2.3.4 In the event of an Interruption on more than five (5) days during any thirty (30) day period (and so long as such Interruption does not arise out of the events, acts or omissions described in Section 2.3.5 below, Customer as its sole remedy shall, at its option, have the right to either (1) terminate the affected service without further liability of the parties; or (2) receive a credit in an amount equal to one (1) month's recurring charge for the affected service.
- 2.3.5 In the event of required maintenance or Interruption arising out of (1) any cessation of or problem with any local access service or any other service provided by a party other than Carrier, or (2) the acts or omissions of Customer or Customer's agents, servants, employees, officers, directors, contractors, subcontractors, invitees or representative, in whole or in part, including, without limitation, Customer's equipment malfunction or improper use, or (3) Customer's failure to report and arrange for late turn-up prior to traffic loading or (4) Interruptions of less than six (6) hours, Customer shall not be entitled to any credit; Carrier shall have no liability to Customer for such maintenance or Interruption or failure of local loop service; Customer shall continue to be liable for all payments for which Customer is obligated to pay under this Tariff and any and all Service Order(s) as if such Interruption had not occurred; and Customer shall pay, promptly on Carrier's demand, Carrier's standard service call fee plus Carrier's maintenance, repair, and replacement costs arising out of the events, acts, and omissions described in subparagraphs (2) and (3) of this section, plus ten percent (10%), provided that Carrier, in no event, shall provide any maintenance, repair, or replacement to Customer's equipment. Customer, in every event, shall keep all of its property in good condition at its own expense. If Carrier investigates a service interruption which arises out of malfunction or improper use of Customer's equipment, Customer shall pay, promptly on Carrier's demand, Carrier's standard service call fee plus Carrier's maintenance, repair, and replacement costs arising therefrom plus ten percent (10%).

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SECTION 2 - RULES AND REGULATIONS continued

- 2.3.6 Maintenance of Carrier's system may, from time to time, result in Interruption of Service, provided that, to the extent reasonably possible, maintenance shall be performed during non-peak hours (namely, the hours between midnight to 6:00 a.m. Eastern Standard Time). Carrier shall provide Customer two (2) business days notice (except in the event of an emergency no notice shall be required) prior to its undertaking any maintenance which may be reasonably expected to result in Interruption of Service; such notice shall be provided via telephone, facsimile, electronic mail, courier or any such similar expedited communications methodology, without the need for a written duplicative notice being delivered. Maintenance required by Carrier which results in Interruption of Service shall not entitle Customer to a credit if such maintenance is completed as soon as reasonably practicable and does not exceed six (6) hours (said six-hour period to be measured from the time of Carrier's receipt of notice as to the need for required maintenance, except as to routine maintenance which shall be measured from the beginning of the subject Interruption); in the event such maintenance exceeds four (4) hours, Customer's sole remedy shall be credit as provided above.
- 2.3.7 The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the service involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.3.8 Carrier shall not be liable for any act or omission of any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.9 Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment of instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or

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SECTION 2 - RULES AND REGULATIONS continued

damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.

2.3.10 Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.

2.3.11 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.4 Force Majeure

2.4.1 Except as provided in Sections 2.4.2 through 2.4.4 below, and notwithstanding any provision or inference to the contrary contained in this Tariff, neither party shall be liable for any failure or suspension of performance due to an act of God; fire; explosion; local, state or federal government action; unusual shortage of materials; strike or other labor unavailability; riot or war (individually, a "force majeure event"). The party claiming relief under this section shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify the other party of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff or any service order(s) be deemed, or postponed by, a force majeure event.

2.4.2 If a failure of performance arising out of a force majeure event shall be solely on the part of Customer and shall be for thirty (30) days or less, then the affected service shall remain in effect and Customer shall remain liable for all charges therefore. If such failure of performance by Customer shall be in excess of thirty (30) days, Customer shall have the option either to maintain the affected service by continuing payments or to cancel the affected service by notice to Carrier without further liability of the parties.

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SECTION 2 - RULES AND REGULATIONS continued

- 2.4.3 If a failure of performance arising out of a force majeure event shall be solely on the part of Carrier and shall be for thirty (30) days or less, then the affected service shall remaining effect with no liability on the part of Carrier, and Customer shall have no liability for recurring charges as to the period of Carrier's nonperformance as to the affected service. If such failure of performance by Carrier shall be in excess of thirty (30) days ("Failed Performance Period"), then the affected service may be canceled by Customer any time thereafter but no later than twenty (20) days after the end of the Failed Performance Period without further liability of the parties, provided that until such time as Customer cancels the affected service, such service shall remain in effect with no liability on the part of Carrier; and, until the sooner of such time as Customer so cancels the affected service or resumption of Carrier's performance after the force majeure event, Customer shall have no liability for recurring charges as to said period of Carrier's nonperformance as to the affected service.
- 2.4.4 If a failure to perform arising out of a force majeure event shall be on the part of both Customer and Carrier shall be for thirty (30) days or less, then the affected service shall remain in effect with no liability on the part of Carrier, and Customer shall have no liability for recurring charges as to the period of Carrier's nonperformance as to the affected service. If such failure of performance by both parties shall be in excess of thirty (30) days, then the affected service may be canceled by either party without further liability of the parties thereunder any time within twenty (20) days after the end of such force majeure event(s), provided that until the sooner of such time of cancellation or resumption of Carrier's performance afer any force majeure event, Customer shall have no liability for recurring charges as to said period of Carrier's nonperformance as to the affected service.

2.5 Responsibilities of the Customer

- 2.5.1 The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end

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users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

- 2.5.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.5.3 If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.5.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment used for or with the provision of Carrier's services.
- 2.5.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may terminate the Customer's service.
- 2.5.6 The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.5.7 The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

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2.5.8 The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier.

2.5.9 Customer has the sole responsibility and liability for obtaining at its expense any and all third party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:

2.6.1.1 For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due;

2.6.1.2 For violation of any of the provisions of this Tariff;

2.6.1.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services;

2.6.1.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services;

2.6.1.5 If Carrier is reasonably unable to furnish all of the service requested by Customer for any cause other than Carrier's negligence or willful misconduct; or

2.6.1.6 If any material rate or term contained in this Tariff is substantially changed adversely to Carrier by order of the Florida Public Service Commission and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.

2.6.2 Procedures for discontinuance of existing service:

2.6.2.1 Carrier may discontinue service without notice for any of the following reasons:

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- 2.6.2.1.1 If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
- 2.6.2.1.2 If a customer or User uses Carrier's services in a fraudulent manner.
- 2.6.2.2 In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five (5) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.
- 2.6.2.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.6.2.4 Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk.

2.7 Billing Arrangements

- 2.7.2 Customers will be billed directly by Carrier.
- 2.7.3 Carrier will render invoices monthly. Payment is due within thirty (30) days after Customer's receipt of its invoice.

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2.7.4 Any invoiced amount which is not paid in full by the subject invoice due date shall be subject to a late payment charge (the "late payment charge") calculated from the invoice due date to the date Carrier receives Customer's payment for the subject invoice. The late payment charge shall be calculated by multiplying any portion of the invoice which remains unpaid after the subject invoice due date by the prime interest rate quoted by the Wall Street Journal (or, if no longer applicable, an alternate publication selected in Carrier's sole discretion) on the invoice due date plus three percentage (3%) points, prorated monthly, on a thirty (30) day basis, or the highest rate permitted by law, whichever is lower. Carrier shall invoice Customer for the late payment charge on the next regular monthly invoice.

2.7.5 Customer shall not be obligated to pay any charge of Carrier invoiced to Customer more than one hundred eighty (180) days after such charge of Carrier was incurred.

2.8 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

2.9 Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. Customer nevertheless shall pay to Carrier no later than the subject invoice due date the undisputed amount, if any, due and owing to Carrier and provide to Carrier no later than the subject invoice due date, in writing, the grounds upon which Customer is contesting the disputed amount. In the event that the parties are unable to amicably resolve the issues raised by Customer concerning the Disputed Amount within thirty (30) days of the billing date:

2.9.1 Carrier shall have the right to terminate any or all of the service provided to Customer without any further liability related thereto; and

2.9.2 Customer may file an appropriate complaint with the Commission.

2.10 Deposits

Carrier does not require a deposit from the Customer.

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2.11 Advance Payments

For Customers from whom Carrier feels an advance payment is necessary, Carrier reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.12 Taxes

All federal excise taxes and state and local sales taxes, are billed as separate items and are not included in the quoted rates.

2.13 Minimum Call Completion Rate

Carrier will ensure a call completion rate of not less than 98%.

2.14.1 Promotions

Carrier may from time to time offer promotional services with the approval of the Commission via a tariff filing. See Section 4 for Rates and Charges.

2.15 Billing and Collection Practices

Carrier will comply with all billing and collection practices required by the Commission.

2.16 Shortage of Equipment or Facilities

2.16.1 The Carrier reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Carrier, when necessary because of lack of facilities, or due to some other cause beyond the Carrier's control.

2.16.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Carrier's facilities as well as facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

2.17 Other Services Provided by Carrier

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Carrier may agree to provide other services or facilities to Customer that are not regulated telecommunications services, including arranging on Customer's behalf for telecommunications services, such as local loop services, to be provided by other common carriers. Any such services are not covered by or subject to this Tariff, but are subject to other agreements or arrangements between Carrier and Customer.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 High Capacity Private Line and Special Access Services**

Services are offered by the Carrier via its own facilities and/or the facilities of other carriers. Services are offered as one-way or two-way communications services, as specified. Special construction charges may apply in each case. Services may not be available to all Customers. Such services may not be accompanied by 411, 911 or other voice services. In addition to the charges specified for each service, additional charges may apply for transfers of data per month or at certain times in excess of certain thresholds. Carrier does not provide services that are billed by the call or by the minute.

3.2 Dedicated Access Services

3.2.1 DS3 Service (44.736 Mbps)

3.2.2 DS1 Service (1.5 Mbps)

3.2.3 OC(n) Services (Data rates may vary between 44.736 Mbps and 8.589 Gbps)

3.3 Other Services

Other services, including fractional point-to-point high-speed digital point-to-point services, may be provided by the Carrier on an Individual Case Basis (ICB), depending on such factors as length of loops involved, quality of loops and other factors. Fractional Services may be provided using a variety of digital transmission technologies, including as a part of technology and market trials. The availability of a service using a particular technology may be limited in accordance with Carrier's policies and practices, which shall not be unreasonably discriminatory.

3.4 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All ICB arrangements will be filed with or made available to the Commission upon request.

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SECTION 4 – RATES AND CHARGES

4.1 Rate Categories

4.1.1 Non-recurring and monthly recurring rates apply for each Dedicated Service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the service. Unless otherwise notes, two standard rate elements are used in calculating the monthly rate for each service:

4.1.1.1 IntraLATA Service: This rate element applies to services originating and terminating solely within the same LATA. Pricing depends on mileage, customer volume and term.

4.1.1.2 InterLATA Service: This rate element applies to services that originate and terminate in more than one LATA. Pricing depends on mileage, customer volume and term.

4.1.1.3 Optional features and functions: Optional features and functions are available as follows: (a) Cross-Connection Charge- This rate element applies for cross-connections within Carrier locations between one or more Customer services, or between the services of different Customers. (b) Multiplexing Charge – This rate element applies where the Customer requests that its services be multiplexed onto higher bandwidth facilities for delivery to the Customer.

4.2 Rates

4.2.1 DS3 Service (44.736 MbPs): This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points.

4.2.1.1 Minimum DS3 Rates

- (a) Installation
 - Non-recurring, per DS3.....\$0.00
- (b) IntraLATA Service
 - Monthly recurring, per DS3.....\$50.00
- (c) InterLATA service
 - Monthly recurring, per DS3.....\$50.00

4.2.1.2 Maximum DS3 Rates

- (a) Installation

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		Non-recurring, per DS3.....	\$10,000
	(b) IntraLATA Service		
		Monthly recurring, per DS3.....	\$20,000
	(c) InterLATA Service		
		Monthly recurring, per DS3.....	\$20,000
4.2.2	DS1 Service (1.544 Mbps): This service consists of a DS1 (1.544 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points.		
	4.2.2.1	Minimum DS1 Rates	
		(a) Installation	
		Non-recurring, per DS1.....	\$0.00
		(b) IntraLATA Service	
		Monthly recurring, per DS1.....	\$10.00
		(c) InterLATA Service	
		Monthly recurring, per DS1.....	\$10.00
	4.2.2.2	Maximum DS1 Rates	
		(a) Installation	
		Non-recurring, per DS1.....	\$5,000.00
		(b) IntraLATA Service	
		Monthly recurring, per DS1.....	\$5,000.00
		(d) InterLATA Service	
		Monthly recurring, per DS1.....	\$5,000.00
4.2.3	OCn Service		
	4.2.3.1	Minimum OCn Rates	
		(a) Installation	
		Non-recurring, per OC3.....	\$0.00
		Non-recurring, per OC12.....	\$0.00
		(b) IntraLATA Service	
		Monthly recurring, per OC3.....	\$100.00
		Monthly recurring, per OC12.....	\$200.00
		(c) InterLATA Service	
		Monthly recurring, per OC3.....	\$100.00
		Monthly recurring, per OC12.....	\$200.00
	4.2.3.2	Maximum OCn Rates	
		(a) Installation	
		Non-recurring, per OC3.....	\$25,000.00
		Non-recurring, per OC12.....	\$75,000.00
		(b) IntraLATA Service	
		Monthly recurring, per OC3.....	\$45,000.00
		Monthly recurring, per OC12.....	\$100,000.00
		(c) InterLATA Service	
		Monthly recurring, per OC3.....	\$45,000.00

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Monthly recurring, per OC12.....\$100,000.00

4.3 Application of Rates

4.3.1 Where this Tariff provides for a Standard Rate or Charge for a service, such Standard Rate or Charge shall apply to Customer's use of such service regardless of the terms of Customer's Customer Service Agreement, if any, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.

4.3.2 Where this Tariff provides for a Minimum Rate or Charge and a Maximum Rate or Charge for a service, the rate or charge applicable to Customer's use of such service shall be the rate or charge specified for such service in Customer's Customer Service Agreement, if any; provided, however:

4.3.2.1 If the rate or charge specified for a service in Customer's Customer Service Agreement is less than the Minimum Rate or Charge provided for such service in This Tariff, then the rate or charge applicable to Customer's use of such service shall be the Minimum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.

4.3.2.2 If the rate or charge specified for service in Customer's Customer Service Agreement is greater than the Maximum Rate or Charge provided for such service in this Tariff, then the rate or charge applicable to Customer' use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.

4.3.2.3 If no rate or charge is specified for a service in Customer's Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff; and

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4.3.2.4 If Carrier provides a service to Customer in the absence of a Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff.

4.3.3 The term of a Service Order (the "Service Order Term") shall be the "Term" set forth in the applicable Service Order. Each Service Order shall be in effect for the duration of the Service Order Term thereof, unless sooner canceled or terminated as provided in this Tariff or Customer's Customer Service Agreement. Upon cancellation or termination of any Service Order, Customer shall discontinue use of the capacity provided pursuant thereto; however, if Customer continues to use said capacity provided pursuant to the canceled or terminated Service Order, the Service Order Term shall not renew, Customer shall discontinue such use voluntarily or on Carrier's demand and, until Customer discontinues said use, the subject Service Order shall continue in effect on a daily fee basis (the "Holdover Term") at the lesser of the Maximum rate or one hundred twenty-five percent (125%) of the rate specified in the expired Service Order or the Customer Service Agreement (pro-rated daily).

4.4 Individual Case Basis (ICB) Arrangements

For special situations, rates for Dedicated Access Services and other specialized service will be determined on an Individual Case Basis (ICB) and specified by contract between Carrier and the Customer. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All ICB arrangements will be filed with the Florida Public Service Commission upon request.

4.5 Taxes and Surcharges

Customer shall pay to Carrier gross receipts, right-of-way, franchise, sales and use taxes and other similar charges that are levied upon or assessed against Carrier or Carrier's property or legally required to be collected by Carrier as a direct result of Carrier's provision of service to Customer within thirty (30) days of Carrier's written request therefore, but in no event shall Customer be obligated to pay income taxes levied upon Carrier's net income.

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