

This price list contains the descriptions, regulations, and rates applicable to the furnishing of Alternative Local Exchange for Telecommunications Services provided by Facilities Communications International, Ltd., d/b/a US Telecom ("Facilities"), 28 West Grand Avenue, Montvale, NJ 07645.

Facilities has been granted authority by the Public Service Commission of Florida to provide local exchange telecommunications services within the State of Florida pursuant to _____.

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Partnership

CHECK SHEET

Sheets 1 through 16 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
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
15	Original
16	Original

Issued: September 14, 1998

TX252 Price List No.1
FPSC Scan Verified 2014

Issued by: Mr. Martin Rubin
28 West Grand Avenue
Montvale, NJ 07645

Effective: **MAR 13 1999**

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- | | | |
|---|---|--|
| D | - | Delete or Discontinue |
| I | - | Change Resulting In An Increase to A Customer's Bill |
| M | - | Moved from Another Price List Location |
| N | - | New Rate or Regulation |
| 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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PRICE LIST 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 price list. 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 Florida PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. 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 price list filing is made with the Florida PSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new 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 price list 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.

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SECTION I - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff are defined below.

1.1. Access Line

An arrangement which connects the calling customer's location to an Facilities network switching center or a switching center of one of Facilities's underlying carriers.

1.2. Authorization Code

A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

1.3. Called Station

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

1.4. Company or Carrier

Facilities Communications International, Ltd., d/b/a US Telcom ("Facilities").

1.5. Customer

The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and for compliance with the Company's tariff regulations.

1.6. Day

From 8:00 AM up to but not including 5:00 PM local time at the originating terminal on Monday through Friday.

1.7. End User

A person initiating an intrastate telephone call using the services of the Company.

1.8. Evening

From 5:00 PM up to but not including 11:00 PM local time at the originating terminal on Sunday through Friday.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.9. LATA - (Local Access and Transport Area)

A geographic area established as required by the Modified Final Judgment entered in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange telephone company provides communication services.

1.10. LEC - Local exchange telephone company.

1.11. Night/Weekend

From 11:00 PM up to but not including 8:00 AM on Sunday through Friday, and 8:00 AM on Saturday up to but not including 5:00 PM Sunday.

1.12. Underlying Carrier

A provider of interexchange telecommunication services from whom Facilities acquires services which it resells to its customers.

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Facilities Communications International, Ltd.

- 2.1.1. Facilities provides telecommunications services from convention centers throughout the State of Florida through the resale of services offered by other authorized carriers.
- 2.1.2. Facilities installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Facilities network. The customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2. Limitations

- 2.2.1. Certain operator assistance functions are referred to a local exchange operator.
- 2.2.2. Service is offered subject to the availability of facilities and the provisions of this tariff.
- 2.2.3. Facilities reserves the right to discontinue furnishing service, or to limit the use of service necessitated by conditions beyond its control; or when the customer or end user is using service in violation of the law or the provisions of this tariff.
- 2.2.4. Neither customers nor end users may use the services furnished by the carrier in violation of any law or any provision of this tariff.

2.3. Liabilities of the Company

- 2.3.1. Carrier's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities, and not caused by the negligence of the customers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in the transmission occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 2.3.2. In no event will carrier be responsible for consequential damages or lost profits suffered by a customer or end user as a result of interrupted or unsatisfactory service.
- 2.3.3. Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers or companies shall be deemed to be agents or employees of carrier.

SECTION 2 - RULES AND REGULATIONS

- 2.3.4. Carrier shall be indemnified and held harmless by the customer or end user against:
- 2.3.4.A. Claims for libel, slander or infringement of copyright arising out of the material, data, information or other content transmitted over carrier's channels or facilities;
 - 2.3.4.B. Patent infringement claims arising from combining or connecting carrier-furnished channels with apparatus and systems of the customer; and
 - 2.3.4.C. All other claims arising out of any act or omission of the customer or end user in connection with any service provided by carrier.
- 2.3.5. Carrier is not liable for any act or omission of any other company of companies, including, but not limited to any LEC or underlying carrier furnishing a portion of the service
- 2.3.6. Carrier does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and holds carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.3.7. Carrier is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus and associated wiring furnished by carrier on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of carrier negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of carrier without written authorization.

2.4. Interruption of Service

- 2.4.1. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer or end user to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer or end user shall ascertain that the trouble is not being caused by any action or omission by the customer within his/her control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- 2.4.2. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.4.3. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

SECTION 2 - RULES AND REGULATIONS

- 2.4.4. The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

- 2.4.5. If written notice of a dispute as to charges is not received by the Company within thirty (30) days of the date a bill is issued, such charges shall be deemed to be correct and binding on the customer or end user.

- 2.4.6. The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.5. Deposits

The Company does not currently require a deposit.

2.6. Advance Payments

The Company does not currently require an advance payment.

2.7. Taxes

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

2.8. Responsibilities of the Customer

- 2.8.1. The customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with carrier facilities or services. The customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.

SECTION 2 - RULES AND REGULATIONS

- 2.8.2. The customer shall ensure that the equipment and/or system is properly interfaced with carrier facilities or services, that the signals emitted into the carrier 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 the use of protective interface devices.
- 2.8.3. If the customer fails to maintain the equipment and/or 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, upon written notice, terminate the customer's service.
- 2.8.4. The Customer may not transfer or assign the use of service without the written consent of Facilities. Such transfer or assignment shall only apply where there is no interruption of service or facilities.
- 2.8.5. Carrier offers no exclusion for specific services.
- 2.9. Employee Concessions
Carrier offers no special employee concessions.
- 2.10. Customer Billing Inquiries
- 2.10.1. For billing of fixed charges, service is considered to be established upon the day in which Facilities notifies the Customer of installation and testing of the Customer's service.
- 2.10.2. Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.
- 2.10.3. Monthly charges will be billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- 2.10.4. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Facilities or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Customer payments are considered prompt when received by Facilities or its agent by the due date on the bill.

SECTION 2 - RULES AND REGULATIONS

- 2.10.5. Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% -or the maximum permitted by law, whichever is lower - of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 2.10.6. Any customer who has a question regarding his/her telephone bill may contact Ron Patterson, Operations Manager, Facilities Communications International, Ltd., 1001 Avenida de las Americas, Houston, TX 77010. They may also use Facilities' toll free number of (800) 333-4324. All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made through the Company's office at 1001 Avenida de las Americas, Houston, TX 77010. They may also use Facilities' toll free number of (800) 333-4324. In the event that Facilities does no resolve an issue to the Customer's satisfaction, the Customer may contact the Department at:

Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Blvd., Sunter Bldg.
Tallahassee, Florida 32399-0850
(850) 413-6100

SECTION 3 - DESCRIPTION OF SERVICE

3.1. Timing of Calls

The customer's long distance usage charge is based on actual usage of Facilities's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision. When software answer supervision is employed, up to sixty (60) seconds of ring is allowed before it is billed as usage of the network. Chargeable time ends when either party hangs up, thereby releasing the network connection.

3.2. Billing Increments

Facilities bills for an initial one minute minimum increment with additional increments thereafter. The Company does not bill customers for calls that are not completed (busy numbers, no answer, etc.).

3.3. Rounding

The Company rounds the length of call up to the nearest minute unless otherwise specified.

3.4. Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between rate centers associated with the originating and terminating points of the call. For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the United States and Canada. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. International Services Network, Inc. uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research, Inc. in its NPA-NXX V&H Coordinates Tape and the Exchange Carrier Association's NECA Tariff FCC No. 4.

FORMULA:

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

3.5. Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services.

SECTION 3 - DESCRIPTION OF SERVICE

3.6. Local Exchange Service

The Company's Local Telephone Service enables Customers to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service if available in Customer's area;
- Where available, place or receive calls to 800 telephone numbers;
- Access to Florida relay service for hearing impaired; and
- Access to the operator.

3.7. Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

SECTION 4 - RATES

This section sets forth the rates and charges applicable to calls originating and terminating within the State of Florida.

4.1. Local Exchange Service Rates (per month)

Residential: \$15/per month
Business: \$15/per month

4.2. Connection and Minimum Monthly Charges

The Company does not currently have connection or minimum monthly charges.

4.3. Late Payment Charges

Bills are due and payable upon receipt. The total invoiced amount must be paid by the date specified on the bill. Bills not paid within 15 days of the date specified on the bill are subject to a late fee equal to the maximum lawful rate within in the State of Florida. Customer's service may be terminated if service is not paid for by the 30th day past the billing date.

4.4. Return Check Charges

The carrier reserves the right to assess up to a \$20 charge for each returned check.

4.5. Restoration of Service

The Company does not currently charge a restoration of service charge.

4.6. Special Promotions

The Company may from time to time offer special promotions to its customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

4.7. Discounts for Hearing Impaired Customers

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening and night calls. These discounts shall be offered by all interexchange carriers and LECs.

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SECTION 4 - RATES

4.8. Operator Assistance and Directory Assistance For Handicapped Persons

Pursuant to Florida Public Service Commission Rules and regulations, Facilities will not charge for the first 50 directory assistance calls initiated per billing cycle by handicapped persons. Operator surcharges for handicapped persons will be waived for operator assistance provided to a caller who identifies himself as being handicapped and unable to dial the call because of a handicap.

4.9. Telecommunications Relay Service

Interstate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

85982.0

Issued: September 14, 1998

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