

BASIC LOCAL EXCHANGE SERVICE

**FLORIDA TELECOMMUNICATIONS
PRICE LIST**

Micro-Comm, Inc.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

Customer Service Toll Free Telephone Number
1-800-476-1000

**Regulatory Contact Person
For FPSC Staff:
David Sweatt 1-800-476-1000**

ISSUED: 12-01-2008

EFFECTIVE SEP 30 2009

DAVID SWEATT, PRESIDENT
MICRO-COMM, INC.
2612 CAMERON STREET
MOBILE, ALABAMA 36607

BASIC LOCAL EXCHANGE SERVICE**CHECK LIST**

All pages of this Price List are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Price List in effect on the date indicated.

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BASIC LOCAL EXCHANGE SERVICE

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

The following symbols shall be used in this Price List for the purpose indicated below:

- C - To signify changed regulation
- D - To signify discontinued rate or regulation
- I - To signify increased rate
- M - To signify a move in the location of text
- N - To signify new rate or regulation
- R - To signify reduced rate
- S - To signify reissued matter
- T - To signify a change in text but no change in rate or regulation.

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BASIC LOCAL EXCHANGE SERVICE
APPLICATION AND PRICE LIST DESCRIPTION

This Price List sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by Micro-Comm, Inc. to Customers within the Basic Local Exchange Service area defined herein.

As a reseller, the quality of the service provided to the company's end users will be equal to that received from the company's underlying carrier.

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BASIC LOCAL EXCHANGE SERVICE**SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this Price List are defined below.

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of a service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use telephone service or is placed in a position by the Customer, either through acts or omission, to use telephone service.

Automated Call Back: Allows the user to automatically re-originate a call to the last dialed number regardless of whether the call was answered, unanswered or busy.

Call Forwarding Busy Line: Automatically routes incoming calls to a designated answering point when the call line is busy.

Call Forwarding No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Transfer/Consultation/Conference: Provides the capability to add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

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BASIC LOCAL EXCHANGE SERVICE

1. Definitions (Cont.)

Caller ID with Number: Identifies the ten-digit number of the calling party.

Company: Micro-Comm, Inc., which is the issuer of this Price List.

Circular Hunt: Hunts through all of the lines in the hunt group regardless of the number dialed.

Customer: The person, firm, corporation or other entity that Agreements service and is responsible for the payment of charges and for compliance with the Company's Price List regulations.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

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

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop. Two types of hunting are Sequential hunting and Circular hunting.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed on the specific circumstances of the Customer's situation.

Instate Toll Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of Instate Toll toll telephone service.

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BASIC LOCAL EXCHANGE SERVICE1. Definitions (Cont.)

Joint User: A person, firm or corporation designated by the Customer as a user of Telephone service furnished to the Customer by the Company by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company that furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Agreement is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

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BASIC LOCAL EXCHANGE SERVICE1. Definitions (Cont)

Preferred Call Forwarding: Forwards calls from a list of up to six telephone numbers designated by the users.

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

Remote Activation Call Forwarding: Remote access to call forwarding allows the customer remotely activated or deactivate Call Forwarding form any touch-tone phone.

Remote Call Forwarding: Calls can be remotely forwarded to a back-up position or voice mailbox.

Sequential Hunt: Starts at the number dialed and end up at the last number in the hunt group.

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

Service Agreement: The written Service Agreement for Telephone services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Agreement by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date.

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BASIC LOCAL EXCHANGE SERVICE

1. Definitions (cont'd)

Services: The Company's telecommunications services offered by the Company.

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

Speed Call: Provides and User with the option to call a selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Three-Way Calling: The User can sequentially call up to two other people and add them together to make up a three-way call.

Trunk: A communication path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this Price List.

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BASIC LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and /or two-way information transmission between points within the State of FLORIDA under the terms of this Price List.

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

2.1.2 Shortage of Equipment of Facilities

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

2.1.2.2 The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic or copper cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

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BASIC LOCAL EXCHANGE SERVICE

Regulations (Cont'd)

2.1 Undertaking or the Company (Cont'd)

2.1.3 Terms and Condition

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, orally or in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this Price List, a month is considered to have 30 days. All calculations of dates set forth in this Price List shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Agreements that shall contain or reference the name of the Customer, a specific description of the Service Agreement, the rates to be charged, the duration of the services, and the terms and conditions in the Price List.

2.1.3.3 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the customer, orally or in writing, on not less than 30 days notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Agreement and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Agreement shall survive such termination.

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BASIC LOCAL EXCHANGE SERVICE2. Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Terms and Conditions (Cont'd)

- 2.1.3.4 This Price List shall be interpreted and governed by the laws of the State of FLORIDA without regard for the State's choice of laws provisions,
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damages to equipment pursuant to section 2.1.3.8 below.
- 2.1.3..8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company**

- 2.1.4.1 Company's liability for willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this Price List. With respect to any other claim or suit, by a subscriber or any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Price List, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company.
- 2.1.4.2 The Company 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 shall be deemed to be agents or employees of the Company.
- 2.1.4.3 Company shall be indemnified and held harmless by the customer against:
- (a) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

2.1.4.3 Company shall be indemnified and held harmless by the customer against (cont'd)

- (b) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
- (c) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Carrier.

2.1.4.4 Micro-Comm, Inc., will as a service to the customer, arrange for listing the Customer's telephone number in the dominant local exchange carrier's local telephone directory, such listing to consist of one line of standard type in the directory. Micro-Comm, Inc, will not be liable to the Customer, or any third party, for any claims, damages, or otherwise, but not limited to any omitted listings from or erroneous listings in the local telephone directory. When Micro-Comm, Inc. agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, Micro-Comm, Inc. is not liable for any damages that might arise from the publishing of a non-published number in a directory or its disclosure to someone. If, in error, the telephone number is published in a directory, Micro-Comm, Inc. only obligation is to credit or refund any monthly charges that Micro-Comm, Inc. paid for non-published service.

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BASIC LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company Cont'd

2.1.4.5 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

2.1.4.6 The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

2.1.4.7 With respect to Emergency number 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether by the customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors, or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)****2.1.4.7 With respect to Emergency Number 911 Service (cont'd):**

- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agencies or municipalities, or the employees or agents of any one of them.

2.1.5. Notification of Service – Affecting Activities

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

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the Customer with, the regulations contained in this Price List. The Company does not guarantee availability by such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.5 Provision of Equipment and Facilities (Cont'd)**

2.1.6.7 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List,

the

responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance

and

operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

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

2.1.8 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.2 The company will provide free blocking of 900, 976, and 700 or informational numbers to any customer requesting same.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this Price List;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) Providing at no charge, as specified from time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

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

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

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

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

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BASIC LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be installed and maintained in compliance with part 68 of FCC rules and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.4 Customer Equipment and Channels (Cont'd)****2.4.2. Station Equipment (Cont'd)**

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

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Telephone service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers that are applicable to such connections.

2.4.3.3 Facilities furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provisions of this Price List.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.4 Customer Equipment and Channels (Cont'd)****2.4.4 Inspections**

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such test and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and Facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the company imposes charges on the company, in addition to its own internal costs, in connection with a service for which a Company Non Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Telephone Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.1 Payment for Service**

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. Customers will be charged a late payment penalty in the amount of one and one-half percent (1.5%) per month of the past-due amount and any charges associated with disconnection and reconnection of service.

2.5.2.5 Return check charges may be applied in an amount not to exceed that allowed under FLORIDA statutes.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill, although the Commission has authority to review billing and charges at any time. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the FLORIDA Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.5 Payment Arrangements (Cont'd)****(a) Advance Payments**

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment may be required in addition to a deposit.

(b) PrePay

If a potential Customer is known to be a credit risk and cannot pay a required deposit, the Company may offer service on a Prepay basis. The Customer will pay any installation charges and up to 125% of the basic rate of the service chosen prior to service establishment and each month prior to the beginning of each month. All other rules and regulations of this Price List will apply to this service.

2.5.4 Deposits

Deposits may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company as allowed pursuant to FLORIDA Public Service Commission Regulations. The deposit may not exceed two and one-half times the average monthly bill. Interest shall be paid on deposits at a rate of five percent (8%) per annum for customer deposits retained for more than six months.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service**

The company may terminate service for non-payment of a bill after making a reasonable attempt to effect collection and giving the customer written notice that he has five days in which to make settlement on his account or have his service disconnected.

2.5.6.1 Service continues to be provided until canceled by the Customer, verbally or in writing. Company may refuse or discontinue service for any of the following reasons:

- a. Without notice, in the event of a condition determined by the utility to be hazardous or dangerous.
- b. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the utility's service to others.
- c. Without notice, in the event of unauthorized use of telephone service.
- d. For the customer tampering with equipment furnished and owned by the utility.
- e. For violation of and/or non-compliance with the Commission's Agreements or regulations governing service supplied by the utilities.

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BASIC LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6.1 Discontinuance of Service (Cont'd)

- f. For failure of the customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Commission.
- g. For failure of the customer to permit the utility reasonable access to its equipment.
- h. In cases of extreme risk involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given to the customer, unless satisfactory arrangements for payment are made.
- i. For failure of the customer to provide the utility with a deposit as authorized by FLORIDA regulations.
- j. For failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
- k. Where there is probable cause to believe that there is illegal or willful misuse of utility's service.

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BASIC LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6.2 Discontinuance of Service (Cont'd)

1. No telephone utility shall be required to furnish its service or to continue its service to any applicant who, at the time of such application, is indebted under an undisputed bill to such telephone utility for telephone service previously furnished such applicant's household. However, for the purposes of this regulation, the telephone utility may not consider any indebtedness which was incurred by the applicant or any member of his household more than six (6) years prior to the time of application.

- m. For non-payment of that portion of the bill rendered by the local Company for telecommunications service billed for another telecommunications common carrier.

- n. Without notice, in the event of a **COCOT** violation of a Commission Agreement of which the **COCOT** has been notified and has failed to correct the violation within the amount of time specified in such notification.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.6 Allowances for Interruptions of Service**

- 2.6.1 **Credit for Interruptions:** When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Price Lists. 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.

For calculating credit all allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or PBX Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.6 Allowances for Interruptions of Service(Cont'd)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during any period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer Agreement for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.6 Allowances for Interruptions of Service(Cont'd)**

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the Price Listed rates and charges for the alternative service used.

2.7 Cancellation of Service**2.7.1 Cancellation of Application for Service**

2.7.1.1 Applications for service are not cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 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 charge for the minimum period of Service Agreement, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.7 Cancellation of Service (Cont'd)****2.7.2 Cancellation of Service by the Customer**

If a Customer cancels a Service Agreement or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.8 Cancellation of Service (Cont'd)****2.8.2 Cancellation of Service by the Customer**

If a Customer cancels a Service Agreement or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 4) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 5) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 6) all Recurring Charges specified in the applicable for the balance of the then current term.

2.9 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.9 Cancellation of Service (Cont'd)****2.9.2 Cancellation of Service by the Customer**

If a Customer cancels an Agreement or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 7) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 8) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 9) all Recurring Charges specified in the Agreement for the balance of the then current term.

2.10 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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BASIC LOCAL EXCHANGE SERVICE**2. Regulations (Cont'd)****2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Agreement an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Agreement an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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 BASIC LOCAL EXCHANGE SERVICE
2. Regulations (Cont'd)2.10 Calculation of Distance

Usage charges are generally flat rated. However, if a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates defined by AT&T in its FCC Price List No. 10.

Formula:

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

2.11 Service Areas

Micro-Comm will provide Basic Local Exchange Service in the entire State of FLORIDA.

2.12 Timing of Calls-Usage Sensitive Products

2.12.A The Customer's usage charges are based on the actual duration of the telephone call. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up.

2.12.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.

2.12.C Usage is measured and rounded to the next higher billing increment for billing purposes.

2.12.D There is no usage-based billing applied for incomplete calls.

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BASIC LOCAL EXCHANGE SERVICE

SECTION 3 – SERVICE DESCRIPTIONS

- 3.1 (a) **Instate Toll Service:** Instate Toll Service provides the Customer with the ability to place direct dial calls outside of the local calling area both intralata and interlata within State of FLORIDA. The rates for the Company's Instate Toll Service are in section 4.6 of this Price List. The Customer may also choose another Instate Toll Carrier.
- 3.1 (b) **Local Exchange Service:** The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:
- place or receive calls to any calling Station in the local calling area, as defined herein;
 - access basic 911 Emergency Service;
 - access the Instate Toll carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
 - access Operator Service;
 - access Directory Assistance for the local calling area
 - place or receive calls to 800 telephone numbers;
 - access Telephone Relay Service

- 3.1.1 Service Area: Where facilities are available, service areas are defined by the following NPA service areas.

NPA

239 305 321 352 386 407 561 727 754 772 786 813 850 863 904 941
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BASIC LOCAL EXCHANGE SERVICE

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1 Service Area (Cont'd)

Local Calling Areas: Exchanges and zones included in the local calling area for each of the NXX designations are specified in the telephone directory published by the dominant exchange carrier service provider in the Customer's exchange area.

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BASIC LOCAL EXCHANGE SERVICE**3. Service Descriptions (Cont'd)****3.1 Local Exchange Service (Cont'd)**

3.1.2 Local Basic Exchange Line Services: The Basic Line provides the Customer with a single, voice-grade communications channel. Each Basic Line will include a touch-tone telephone number.

Local Basic Business Exchange Lines may also be provided using a T-1 Facility Access with 24 channels for each customer.

3.1.2.1 Optional Features: A Local Basic Exchange Line Customer may Order the following optional features:

- Touch Tone
- Automatic Call Back
- Call Forwarding Busy Line
- Call Forwarding No Answer
- Call Forwarding Variable
- Call Waiting
- Hunting
- Preferred Call Forwarding
- Remote Activation Call Forwarding
- Remote Call Forwarding
- 3-Way Calling
- Speed Calling

3.1.2.2 Optional Feature Descriptions

- (a) **Automatic Call Back:** Allows the user to automatically re-originate a call to the last dialed number regardless of whether the call was answered, unanswered or busy.
- (c) **Call Forwarding Busy Line:** Automatically routes incoming calls to a designated answering point when the called line is busy.

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BASIC LOCAL EXCHANGE SERVICE**3. Regulations (Cont'd)****3.1 Local Exchange Service (Cont'd)****3.1.2.2.1 Optional Feature Descriptions (Cont'd)**

- (c) Call Forwarding No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.
- (d) Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.
- (e) Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.
- (f) Caller ID with Number: Identifies the 10-digit number of the calling party.
- (g) Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.
- (h) Preferred Call Forwarding: Forwards calls from a list of up to six telephone numbers designated by the users.
- (i) Remote Activation Call Forwarding: Remote access to call forwarding allows the customer remotely activate or deactivate Call Forwarding from any touch-tone phone.
- (j) Remote Call Forwarding: Calls can be remotely forwarded to a back-up position or voice mailbox.

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BASIC LOCAL EXCHANGE SERVICE

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Basic Exchange Line Services (Cont'd)

3.1.2.2 Optional Feature Descriptions (Cont'd)

- (k) Three-Way Calling: The User can sequentially call up to two other people and add them together to make up a three-way call.
- (l) Speed Call 30: Provides a User with the option to call up to 30 selected directory numbers by dialing a one or two-digit code.

3.1.2.3 Local Basic Exchange Line Rates and Charges: A Basic Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 4.1.2 and 4.1.3 respectively.

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BASIC LOCAL EXCHANGE SERVICE**3. Service Descriptions (Cont'd)****3.1 Local Exchange Service(Cont'd)****3.1.3 PBX Trunk Service:**

PBX Trunk service provides Customer's with voice-grade communication Channel(s) to the customer's Private Branch Exchange (PBX) or Hybrid Key System. PBX Trunk Service can be provisioned as either analog or digital and will be provided in the following manner:

3.1.3.1 PBX Trunks: Can be used to carry one-way outbound traffic or two-way traffic.

3.1.3.1.1 One-Way Outbound: Provides the Customer with a single analog or digital connection that is restricted to carry outbound traffic only.

3.1.3.1.2 Two-Way: Provides the Customer with a single analog or digital connection that can carry one-way inbound or two way traffic.

3.1.3.2 Features: The following two features are available:

Sequential Hunting
Circular Hunting

3.1.3.2.1 Feature Descriptions

(a) Circular Hunt: Hunts through all of the lines in the hunt group regardless of the number dialed.

(b) Sequential Hunt: Starts at the number dialed and ends at the last phone number in the hunt group.

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BASIC LOCAL EXCHANGE SERVICE

3. Service Descriptions(Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.3 PBX Trunk Service (Cont'd)

3.1.3.3 PBX Trunk-Rates and Charges: A PBX Trunk customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges as specified in sections 4.2.1 and 4.2.2 respectively.

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BASIC LOCAL EXCHANGE SERVICE

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4 PBX Trunk – Direct Inward Dialing (DID): Provides the Customer with a single analog or digital connection that can carry one-way, inbound traffic. The number of digits to be outpulsed must be specified by the Customer.

3.1.4.1 Direct Inward Dialing Numbers: Telephone numbers can be obtained in blocks of 20 numbers. Additional monthly charges will apply, as specified in Section 4.3.2.

3.1.4.2 Direct Inward Dialing Rates and Charges: A Customer who Agreements a PBX Trunk-DID will be charged applicable Non-Recurring Charges, as specified in Section 4.3.1.

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BASIC LOCAL EXCHANGE SERVICE**3. Service Descriptions (Cont'd)****3.1 Local Exchange Service (Cont'd)**

3.1.5 Primary Rate Interface (PRI Service): PRI Service is an alternative arrangement for individual local exchange services such as PBX trunks. PRI Local is provisioned at the 1.544 Mbps rate via the Primary Rate Interface standard of the Integrated Services Digital Network (ISDN). PRI Service provides the Customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging service via channelized transport.

3.1.5.1 PRI Service Arrangement- PRI consists of twenty-three bearer (B) channels and one data (D) channel. With PRI, the B channels can carry voice conversations at 1.544 megabits per second; however; the customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable.

Customer Premise Equipment that is compatible with the ISDN interface is the responsibility of the customer. Company is not responsible if any changes in the provisioning of PRI Service result in the obsolescence of the customer's equipment or the need for the customer to modify or change their customer premise equipment. Additionally, PRI Service is subject to the availability of company facilities.

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BASIC LOCAL EXCHANGE SERVICE

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.5 Primary Rate Interface (PRI Service) (Cont'd)

3.1.5.2 Primary Rate Interface (PRI Service) Rates and Charges:

In addition to the Non-Recurring and Monthly Recurring Charges specified in Sections 4.4.1 and 4.4.2, all applicable-charges associated with PBX Trunk Service will apply, as specified in Sections 4.2.1 and 4.2.2 respectively.

Customers subscribing to DID capability will be assessed DID number charges as specified in Sections 4.3.1 and 4.3.2 respectively.

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BASIC LOCAL EXCHANGE SERVICE

3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.6 Local Service Term Plan

3.1.6.1 Customers who enroll in a Local Service Term Plan are eligible To receive the credits described below on specific monthly Recurring charges based on the customer's term commitment. The customer must commit to service for a term commitment. The term of the Local Service Term Plan will commence no earlier than the first of the next billing month in which the customer subscribes to the plan. The customer will receive a credit equal to ten percent, twelve and one-half percent or fifteen percent of their monthly recurring charges, based on their term commitment, for the following services: Local Basic Business Exchange Line or PBX service; one way, 2-way or DID. The credit will be applied to the following months bill in lieu of all other discounts or promotions on the following recurring charges: Business Exchange Line or PBX trunks; One Way, 2-Way or DID.

<u>Term Commitment</u>	<u>Credit</u>
1 years	10 %
2 years	12.5%
3 years	15 %

A plan will automatically renew for an equivalent term unless the customer provides written notification to cancel the Company's Local Service Term Plan. Company must receive this notice not less than 30 days prior to the expiration of the term plan.

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BASIC LOCAL EXCHANGE SERVICE

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.6. Local Service Term Plan

3.1.6.2 Cancellation or Discontinuance with Liability: Discontinuance of all Local Services furnished under the Local Service Term Plan prior to the expiration of the Committed term constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge. The early termination charge will be equal to the customer's highest billed monthly charges incurred during the length of the term commitment multiplied by the number of months remaining in the customer's term plan.

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BASIC LOCAL EXCHANGE SERVICE**3. Service Descriptions (Cont'd)****3.2 Directory Assistance:**

3.2.1 Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

The customer may request a maximum of two telephone numbers per call to the Directory Assistance service.

3.2.2 Credits: A credit will be given for calls to Directory Assistance as follows:

The Customer experiences poor transmission or is cut-off during the call;
or

The Customer is given an incorrect telephone number To obtain such credit, the Customer must notify its Customer Service representative.

3.3 Operator Assistance

3.3.1 A Customer may obtain the assistance of a local or long distance operator to complete telephone calls in the following manner:

Third Number Billing: Provides the Customer with the capability to charge a local or long distance call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option of refuse acceptance of charges in advance or when queried by the operator.

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BASIC LOCAL EXCHANGE SERVICE

3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Cont'd)

Calling Cards: Provides the customer with the capability to place a call using a calling card of an Instate Toll Carrier with or without assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls complete with the assistance of an operator of a particular Station. The call may be billed to the called party.

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BASIC LOCAL EXCHANGE SERVICE**3. Service Descriptions (Cont'd)****3.4 Directory Listing**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listings of the identifications of the Customer's is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of rules with respect thereto.

Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In Agreement to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.

In Agreement for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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BASIC LOCAL EXCHANGE SERVICE**3. Service Descriptions (Cont'd)****3.4 Directory Listing (Cont'd)**

- 3.4.1 Directory listings are provided in connection with each Customer service as specified herein.

Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.

Additional Listing: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.

Nonlisted Number: Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

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BASIC LOCAL EXCHANGE SERVICE**3. Service Descriptions (Cont'd)**

3.5 Emergency Services (Enhanced 911): Access to 911 service will be maintained during temporary disconnection for non-payment of residential service. E911 Allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 Provider to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.6 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. Relay calls received will be discounted 50 percent from standard non-relay calls. In the event that either party is identified as both hearing and visually impaired, the call will be discounted by 60 percent.

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BASIC LOCAL EXCHANGE SERVICE**3. Service Descriptions (Cont'd)**

3.7 Promotional Offering: The Company may from time to time, offer promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Such promotions will specify any charges reduced or waived; customers who are eligible for the promotions; the conditions of eligibility; the starting and ending dates of the promotional offer. Customer promotional rates are limited to ninety (90) days in any twelve (12) month period.

3.8 Individual Case Basis (ICB) Arrangements: Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this Price List. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB arrangements shall be submitted to the Commission for prior approval.

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BASIC LOCAL EXCHANGE SERVICE

SECTION 4 – CURRENT PRICE LIST4.1 Local Basic Business & Residential Exchange Line Rates and Charges:

A Basic Line Customer will be charged applicable Non-Recurring Charges
And monthly Recurring charges as specified in sections 4.1.1 and 4.1.2, respectively.

4.1.1 Current Non-Recurring Charges:

Installation Charge: (24 channels/customer)	\$1,200.00
Basic Business Line Installation	\$39.00
Residential Line Installation	\$20.00
Optional Feature Installation	\$15.50
Account Setup (per account)	\$00.00
Account Changes Moves, Changes, Additions (per change)	\$10.00
Account Changes (per billing record changes)	\$10.00
Line Restored charge (per line)	\$10.00
Suspension of Service Restored Charge (per line)	\$10.00

(Applies for line restored after Customer-initiated suspension.)

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BASIC LOCAL EXCHANGE SERVICE

4. Current Price List (Cont'd)4.1 Local Basic Business & Residential Exchange Line Rates and Charges (Cont'd):4.1.2 Current Recurring Charges

	1 Year Monthly <u>Current</u>	2 Year Monthly Monthly <u>Current</u>	3 Year <u>Current</u>
Basic Business Line- Unlimited Option	\$39.50	\$37.25	\$35.00
Basic Residential Line Unlimited Option	\$35.00	\$33.50	\$31.50

4.1.3 Optional Features Charges at Installation:

Automatic Call Back	15.50
Call Forwarding Busy Line	15.50
Call Forwarding No Answer	15.50
Call Forwarding Variable	15.50
Call Waiting	15.50
Hunting	15.50
Preferred Call Forwarding	15.50
Remote Activation Call Forwarding	15.50
Remote Call Forwarding	15.50
3-Way Calling	15.50
Speed Calling 30	15.50

4.1.4 Optional Features Recurring Charges:

Automatic Call Back	4.25
Call Forwarding Busy Line	2.50
Call Forwarding No Answer	2.50
Call Forwarding Variable	4.00
Call Waiting	4.00
Hunting	9.00
Preferred Call Forwarding	4.00

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 BASIC LOCAL EXCHANGE SERVICE
4. Current Price List (Cont'd)

4.1 Local Basic Exchange Line Rates and Charges (Cont'd):

4.1.4 Optional Features Recurring Charges (Cont'd):

Remote Activation Call Forwarding	\$ 7.50
Remote Call Forwarding	\$15.50
3-Way Calling	\$ 4.00
Speed Calling 30	\$ 4.00

4.2 Current PBX Trunk – Rates and Charges:

PBX Trunk customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges as specified in sections 4.2.1 and 4.2.2 respectively.

4.2.1 Current PBX Trunk Non-Recurring Charges:

Installation Charge:	\$1,200.00
(24 channels / customer)	
(1 channel / customer)	\$39.00
Account setup	\$ 0.00
(per account)	
Account Changes	\$ 10.00
Moves, Changes, Additions	
(per change)	
Account Changes	\$ 10.00
(per billing record charges)	
Suspension of Service	\$ 10.00
Restoral Charge	
(per line)	
Line Restoral Charge	\$ 10.00
(per line)	

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 BASIC LOCAL EXCHANGE SERVICE
4. Current Price List Cont'd)4.2 Current PBX Trunk – Rates and Charges (Cont'd)4.2.2 DOD/2-Way Recurring PBX Trunk Charges

	Year 1 Monthly <u>Current</u>	Year 2 Monthly <u>Current</u>	Year 3 Monthly <u>Current</u>
2-Wire PBX Trunk	\$39.50	\$37.25	\$35.00

Rates for Features for PBX Trunks are per 4.1.3

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 BASIC LOCAL EXCHANGE SERVICE

4. Current Price List (Cont'd)

4.3 Current Direct Inward Dialing Rates and Charges4.3.1 Current DID Trunk Non-Recurring Charges:

Installation:	\$1,200.00
(24 channels / customer)	
(1 channel / customer)	\$39.00

Account Setup	\$0.00
(per account)	

Account Changes	\$10.00
Moves, changes, Additions	
(per change)	

Account Changes	\$10.00
(per billing record charges)	

Line Restoral Charge	\$10.00
(per line)	

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of services)

Suspension of Service	\$10.00
Restoral Charge	
(per line)	

(Applies for trunk restoral after Customer-initiated suspension.)

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BASIC LOCAL EXCHANGE SERVICE**4. Current Price List****4.3 Current Direct Inward Dialing Rates and Charges****4.3.2 Current DID Trunk Monthly Recurring Charges**

	<u>Year 1 Monthly Current</u>	<u>Year 2 Monthly Current</u>	<u>Year 3 Monthly Current</u>
2-Wire DID Trunk	\$39.50	\$37.25	\$35.00
DID Block of 20#	\$3.50	\$3.50	\$3.50

Rates for a volume of numbers greater than 1000 will be provided on an Individual Case Basis.

Rates for Features for PBX Trunks are per 4.1.3

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 BASIC LOCAL EXCHANGE SERVICE
4. Current Price List (Cont'd)4.4 Primary Rate Interface Rates and Charges:

In addition to the Non-Recurring and Monthly Recurring Charges specified below, all applicable charges associated with PBX Trunk Service will apply, as specified in Sections 4.2.1 and 4.2.2 respectively. Customers subscribing to DID capability will be assessed DID number charges as specified in Sections 4.3.1 and 4.3.2 respectively.

4.4.1 Non-Recurring Charges

Installation (24 channel / customer)	\$1,200.00
Account Setup (per account)	\$00.00
Account Changes Moves, Changes, Additions (per change)	\$10.00
Account Changes (per billing record charges)	\$10.00
Line Restoral Charge (per line)	\$10.00

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of services).

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 BASIC LOCAL EXCHANGE SERVICE
4. Current Price List (Cont'd)4.4 Primary Rate Interface Rates and Charges (Cont'd)4.4.1 Non-Recurring Charges (Cont'd)

Suspension of Service	\$10.00
Restoral Charge (per line)	

(Applies for trunk restoral after Customer-initiated suspension.)

4.4.2 PRI Monthly Recurring Charges:

	Year 1 Monthly <u>Current</u>	Year 2 Monthly <u>Current</u>	Year 3 Monthly <u>Current</u>
<u>Primary Rate Interface</u>	\$900.00	\$875.00	\$750.00
Telephone Numbers (block of 20#s)	\$3.50	\$3.50	\$3.50

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 BASIC LOCAL EXCHANGE SERVICE
4. Current Price List (Cont'd)4.5 Directory Assistance:

Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

	<u>Per Call</u>
Local Calls	\$0.31
Long Distance Calls	\$0.80

4.6 Toll Charges4.6.1 Operator Assisted Surcharges: The following surcharges will be applied on a per call basis:

Third Number Billing	\$.80
Collect Calling	\$.80
Person to Person	\$.80
Station to Station	\$.80
General Assistance	\$.80

4.6.2 Long Distances Charges: Per minute charges billed in 1/10 per minute increments.

Direct Dial Intralata	\$.059
Direct Dial Interlata	\$.059
8XX Intralata	\$.059
8XX Interlata	\$.059

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 BASIC LOCAL EXCHANGE SERVICE
4.7 4. Current Price List (Cont'd) Directory Listing4.7.1 Non-Recurring Charges: Non-Recurring Charges associated with Directory Listings are as follows:Per Listing or Per Number at Installation:

Primary Listing	N/C
Additional Listing	\$10.00
Non-Listed Number	\$10.00
Non-Published Number	\$10.00

4.7.2 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:Per Listing or Per Number:

Primary Listing	N/C
Additional Listing	\$1.20
Non-Listed Number	\$0.80
Non-Published Number	\$2.75

4.8 Return Check Charge \$15.00

4.9 Business LAN Connection Fee \$60.00

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