



November 10, 1998
Overnight

210 N Park Ave
Winter Park, FL
32789

Ms. Blanca Bayo
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

P.O. Drawer 200
Winter Park, FL
32790-0200

Re: Initial Price List Filing by Ernest Communications, Inc.

981027-TX

Dear Ms. Bayo:

Tel 407 740-8575
Fax 407 740-0613
tmi@tminc.com

Enclosed for filing are the original and six (6) copies of the initial competitive local exchange price list of Ernest Communications, Inc., ("Ernest Communications, Inc."). This filing is made pursuant to Commission order in Docket 9801027-TX wherein Ernest Communications, Inc. was granted Certificate of Authority to provide competitive local exchange service.

Ernest Communications, Inc. requests an effective date of November 12, 1998 for this filing.

Please acknowledge this filing by returning a date-stamped copy of this cover letter in the self-addressed, stamped envelope provided for this purpose.

Please contact me at (407) 740-8575 should you have any questions or if I can be of any further assistance in this matter.

Sincerely,

RECEIVED & FILED

FPSC BUREAU OF RECORDS

Louise Beale
Consultant to Ernest Communications, Inc.

Enclosure

cc: Paul Masters, Ernest Communications, Inc.
file: Ernest Communications, Inc. - FL
tms: FLL9800

98 NOV -2 2M 11:05
TALLAHASSEE

Cover letter only

DOCUMENT NUMBER-DATE

~~981027-TX~~ NOV 12 88

FPSC-RECORDS/REPORTING

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
ERNEST COMMUNICATIONS, INC.
WITHIN THE STATE OF FLORIDA**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold local exchange telecommunications services provided by Ernest Communications, Inc. within the State of Florida. This tariff is on file with the Public Service Commission of the State of Florida. Copies may also be inspected during normal business hours at the Company's principal place of business.

ISSUED: November 11, 1998

EFFECTIVE: November 12, 1998

ISSUED BY: Joseph J. Ernest, President

FLI 9800 TMS

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page Number	Revision	Page Number	Revision
Title Page	Original *	26	Original *
1	Original *	27	Original *
2	Original *	28	Original *
3	Original *	29	Original *
4	Original *	30	Original *
5	Original *	31	Original *
6	Original *	32	Original *
7	Original *	33	Original *
8	Original *	34	Original *
9	Original *	35	Original *
10	Original *	36	Original *
11	Original *	37	Original *
12	Original *	38	Original *
13	Original *	39	Original *
14	Original *	40	Original *
15	Original *	41	Original *
16	Original *	42	Original *
17	Original *	43	Original *
18	Original *	44	Original *
19	Original *	45	Original *
20	Original *	46	Original *
21	Original *	47	Original *
22	Original *	48	Original *
23	Original *	49	Original *
24	Original *	50	Original *
25	Original *	51	Original *

* - Indicates pages submitted with most recent filing.

CHECK SHEET (CONT'D.)

Page Number	Revision	Page Number	Revision
52	Original *	81	Original *
53	Original *	82	Original *
54	Original *	83	Original *
55	Original *	84	Original *
56	Original *	85	Original *
57	Original *	86	Original *
58	Original *	87	Original *
59	Original *	88	Original *
60	Original *	89	Original *
61	Original *	90	Original *
62	Original *	91	Original *
63	Original *	92	Original *
64	Original *	93	Original *
65	Original *	94	Original *
66	Original *	95	Original *
67	Original *	96	Original *
68	Original *	97	Original *
69	Original *	98	Original *
70	Original *	99	Original *
71	Original *	100	Original *
72	Original *	101	Original *
73	Original *	102	Original *
74	Original *	103	Original *
75	Original *	104	Original *
76	Original *		
77	Original *		
78	Original *		
79	Original *		
80	Original *		

* - Indicates pages submitted with most recent filing.

TABLE OF CONTENTS

Description

CHECK SHEET 1
TABLE OF CONTENTS 3
EXPLANATION OF SYMBOLS 4
PRICE LIST FORMAT 5
APPLICATION OF PRICE LIST 6
1.0 - DEFINITIONS 7
2.0 - RULES AND REGULATIONS 16
3.0 - SERVICE AREAS 53
4.0 - SERVICE CHARGES AND SURCHARGES 54
5.0 - NETWORK SERVICES DESCRIPTIONS 57
6.0 - PAYPHONE SERVICE 66
7.0 - OPERATOR SERVICES 85
8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES 89
9.0 - MISCELLANEOUS SERVICES 99
10.0 - PROMOTIONAL OFFERINGS 104

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 rate

M - Moved from Another Price List Location

N - New

R - Change Resulting in a Reduction to a rate

T - Change in Text But No Change to Rate or Charge

PRICE LIST FORMAT

A. Page Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

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

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

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

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

APPLICATION OF PRICE LIST

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services within the state of Florida.

ISSUED: November 11, 1998

EFFECTIVE: November 12, 1998

ISSUED BY: Joseph J. Ernest , President

FL1.9800 TMS

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

Access Services: The Company's intrastate telephone services offered pursuant to this tariff.

Access Service Request ("ASR"): The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service under terms and conditions of this price list. The Customer remains responsible for payment of services.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Auxiliary Line: An additional individual access line used for one-way (inward to the Customer) service.

SECTION 1.0 - DEFINITIONS. (CONT'D.)

Back-up Line: An optional service providing individual line Business Customers with an additional line for inward and outward calling with usage charges applying for originating and terminating calls.

Bandwidth: The difference, expressed in Hertz, between the highest and lowest frequencies of a band constituting a channel or circuit.

Baud: A unit of signaling speed. The speed in bauds is the number of signaling elements per second.

Bit: The smallest unit of information in the binary system of notation.

Bit Rate: The speed at which bits are transmitted, expressed in bits per second.

Business Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call: A completed connection established between a calling station and one or more called stations.

Called Party: The person, individual, corporation, or other entity whose telephone number is called by the End User. For calls placed on an Collect Billing basis, the Called Party accepts responsibility for payment of the charges for use of services provided by Ernest Communications, Inc.

Central Office: A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel or Circuit: A transmission path or paths between two or more points having a bandwidth or transmission speed suitable to render service to a Customer.

Class of Service: A description of telephone service furnished a Customer in terms such as:
Grade of Line - Individual line
Type of Rate - Flat rate or message rate
Character of Use - Business or Residence
Dialing Method - Touch-Tone or Rotary

SECTION 1.0 - DEFINITIONS. (CONT'D.)

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission: Florida Public Service Commission.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Company or Carrier: Ernest Communications, Inc. or otherwise clearly indicated by the context.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Day: From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP) The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets

Directory Assistance/Directory Assistance Call Completion (DA/DACC): A service which provides the Customer a local exchange Customer telephone number and local call completion to the number provided, if requested, given a listed name and address.

SECTION 1.0 - DEFINITIONS. (CONT'D.)

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

End User: Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Ernest Communications, Inc.: The issuer of this tariff.

Evening: From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Exchange: A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

Exchange Service Area: The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Extended Area Service: A type of telephone service furnished under tariff provisions whereby subscribers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Flat Rate Service: A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Holidays: The Company's recognized holidays are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

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

IXC or Interexchange Carrier: A long distance telecommunications services provider.

SECTION 1.0 - DEFINITIONS. (CONT'D.)

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC: Local Exchange Company

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Local Service: A type of localized calling whereby a subscriber can complete calls from his station to other stations within a specified area without the payment of long distance charges.

Local Service Area: The area within which telephone service is furnished subscribers under a specific schedule of exchange rates and without long distance charges. A local service area may include one or more exchange service areas.

Mbps: Megabits, denotes millions of bits per second.

Message Rate Service: A classification of exchange service for which a charge is made on the basis of use.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

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

SECTION 1.0 - DEFINITIONS. (CONT'D.)

Multiplexing: The act of combining a number of individual message circuits for transmission over a common transmission path.

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

Nonrecurring Charge ("NRC"): 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 Order is executed.

NPA: Numbering plan area or area code.

Off-Net: A means for carrying and switching traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to a Customer location. With Off-Net service, the Customer's premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying and switching local traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer's premises is connected through such facilities directly to switching equipment owned by the Company.

Operator Station Call: A service whereby caller places a non-Person to Person call with the assistance of an operator (live or automated).

Other Telephone Company: An Exchange Telephone Company, other than the Company.

Pay Telephone (Payphone): A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Person to Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises: A building or buildings on contiguous property.

Point of Presence ("POP"): Point of Presence

SECTION 1.0 - DEFINITIONS. (CONT'D.)

Public Telephone Service: Public Telephone Services provide a Payphone Provider ("PP") with a connection to the Company's switching network for the purpose of accessing services and features provided by the Company on Federal Communications Commission (FCC) registered Customer-owned Coin Operated Telephones (COCOTs) and Customer-owned coinless telephones.

Public Telephone Services consists of two primary service offerings and service features that can be added at the option of the PP. The two primary service offerings are Pay Telephone Access Line Service and Smart Line Service. These service offerings are explained at sections 6.2 and 6.3.

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 Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Connection Charge: A nonrecurring charge applying to the establishment of basic telephone service for a Customer and certain subsequent additions to that service.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Serving Wire Center: The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

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

Station to Station Call: A service whereby the person originating the call either dials the telephone number desired or gives to the company operator the telephone number of the desired telephone, PBX station, or the name and address under which such number is listed and does not specify a particular person to be reached.

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

SECTION 1.0 - DEFINITIONS. (CONT'D.)

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Suspension of Service: An arrangement made at the request of the Customer, or initiated by the Company for violation of price list regulations by the Customer, for temporarily discontinuing service without terminating the service agreement or removing the telephone equipment from the Customer's premises.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Termination Charge: A charge applied when a Customer discontinues an item of service or equipment prior to the expiration of the initial service period designated for such item. The basic termination charge is an amount established for an individual item of service or equipment from which the termination charge is computed.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Trunk: An Access Line which connects to a Private Branch Exchange or a hybrid system.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Florida, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to 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.**
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.**

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.**
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.**
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.**

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A)** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B)** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C)** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:**
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;**
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;**
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;**
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;**
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;**

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

(D) (Cont'd.)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.**
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;**
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;**
- (9) Any noncompletion of calls due to network busy conditions;**
- (10) Any calls not actually attempted to be completed during any period that service is unavailable.**
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.**

SECTION 2.0 - RULES AND REGULATIONS.(CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) 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 or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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 preventative 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 an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) 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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment

SECTION 2.0 - RULES AND 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 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

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

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 applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND 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 tariff;
- (B) 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 the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed 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;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the 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 order for service.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- (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 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;
- (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); 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 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 will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- (A)** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct
- (B)** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C)** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A)** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.

- (B)** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

**SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE
CERTIFIED BY THE Florida PUBLIC SERVICE COMMISSION TO PROVIDE
INTRASTATE LOCAL EXCHANGE SERVICES.**

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.**
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.**
- (C) Communications 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 tariffs of the other communications carriers which are applicable to such connections.**
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.**

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) 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.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to one (1) month's estimated charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring 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 will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.5 Customer Deposits and Advance Payments, (Cont'd.)

2.5.2 Deposits

The Company does not normally require deposits. However, the Company reserves the right to collect an amount not to exceed 2 months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Florida gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, 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 thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. 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. The address of the Commission is as follows:

Florida Public Service Commission
Gerald L. Gunter Building, Room 270
2540 Shumard Oaks Boulevard
Tallahassee, Florida 32399-0850
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.
- (I) The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the 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.
- (B) 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 services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Charge

A return check charge of \$25 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50, \$30 if the face value does exceed \$50 but does not exceed \$300, \$40 if the face value exceeds \$300, or 5% of the value of the check, whichever is greater.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.1 General, (Cont'd.)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances, (Cont'd.)

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service, (Cont'd.)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

**SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE
CERTIFIED BY THE FLORIDA PUBLIC SERVICE TO PROVIDE
INTRASTATE LOCAL EXCHANGE SERVICES**

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Transfers 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 to (a) 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.

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.12 Notices and Communications

- 2.12.1** The Customer shall designate on the service order 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.
- 2.12.2** The Company shall designate on the service order 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.
- 2.12.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff 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 placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** 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.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.13 Protection of Proprietary Information

The Company and the Customer shall protect the proprietary information of one another under the following terms:

Proprietary information includes, but is not limited to, specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation of the Company or the Customer that is furnished or available or otherwise disclosed to the other party in the course of providing services of the Company to the Customer.

2.13.1 Proprietary information shall be returned to the disclosing party upon request. Unless proprietary information was previously known to the receiving party free of any obligation to keep it confidential or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed to in writing not be regarded as confidential, it: (a) shall be held in confidence by the receiving party and its employees, contractors and agents; (b) shall be disclosed only to those employees, contractors, agents, or affiliates who have a need for it in connection with this the provision of the Company's service to the Customer and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be agreed upon in writing by the Customer and Ernest Communications, Inc. If information marked proprietary and given to the receiving party was previously known to the receiving party and if the receiving party had no obligation to keep such information confidential, the receiving party shall immediately notify the disclosing party of such prior knowledge. Neither the Company nor the Customer shall disclose, disseminate or release any proprietary information to any one who is not an employee, contractor, agent or affiliate having a need for it in connection with the provision of service by the Company to the Customer. The receiving party shall require any person not its employee or affiliate to whom it discloses proprietary information to sign an agreement to protect that proprietary information to the same extent the receiving party is obliged to protect that information under this section prior to disclosing any proprietary information.

2.13.2 Neither the Customer nor the Company shall be held liable for any errors or omissions in any proprietary information or for any loss or damage arising out of the other party's use of any such proprietary information.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.13 Protection of Proprietary Information, (Cont'd.)

- 2.13.3** The Company and the Customer shall give notice to the other party of any demands to disclose or provide proprietary information under lawful process prior to disclosing or furnishing such proprietary information and shall cooperate in seeking reasonable protective arrangements requested by the other party. Either party may disclose or provide information of the other party requested by a government agency having jurisdiction over the party; provided that the party makes all reasonable efforts to obtain protective arrangements satisfactory to the party owning the proprietary information; and provided that the party owning the proprietary information may reasonably withhold approval of protective arrangements.
- 2.13.4** Unless otherwise authorized by the disclosing party, no rights whatsoever are granted, by license or otherwise, with respect to proprietary information except as needed for the purposes implementation of services contemplated in this Price List.
- 2.13.5** In the event that the Customer or the Company disseminates or releases any proprietary information received from the other party in violation of this section, the other party may refuse to provide any further proprietary information and may demand prompt return of all proprietary information previously provided. Such refusal to provide any further proprietary information shall not constitute violation of this Price List.
- 2.13.6** Interconnection standards that either the Customer or the Company has a legal obligation to provide shall not be considered proprietary.
- 2.13.7** Obligations concerning protection of proprietary information as described in this section exceed the term of service under this Price List for one (1) year.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Application of Business Rates

The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users. Business rates apply to service furnished:

- (1) In office buildings, stores, factories and all other places of a business nature;
- (2) In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
- (3) At any location when the listing or public advertising indicates a business or a profession;
- (4) At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
- (5) At any location where the Customer resells or shares exchange service;

SECTION 2.0 - RULES AND REGULATIONS. (CONT'D.)

2.15 Telephone Number Changes

The Company reserves all rights to any telephone number assigned to a Customer for local service.

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

2.16 Reselling

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an Interexchange carrier from the Florida Public Service Commission.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) BellSouth Telecommunications, Inc. ("BellSouth")

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office. In the event that an Incumbent LEC or the Florida Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to Ernest Communications, Inc. Customers who purchase services under this tariff.

3.2.1 Rate Groups in BellSouth Service Areas

Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in BellSouth Telecommunications, Inc. Florida General Subscriber Service Tariff ("GSST").

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	up to 2,000
2	2,001 to 7,000
3	7,001 to 22,000
4	22,001 to 55,000
5	55,001 to 120,000
6	120,001 to 195,000
7	195,001 to 280,000
8	280,001 to 375,000
9	375,001 to 450,000
10	450,001 to 550,000
11	550,001 to 700,000
12	700,001 +

SECTION 4.0 - SERVICE CHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary Interexchange carrier (PIC) code. A PIC Change Charge will not be assessed if other service order charges apply. This charge applies only for orders where the sole Customer request is for a change in PIC.

	<u>Business</u>
Per Order to Establish/Add New Service	
First Line/Trunk	\$56.00
Each Additional Line/Trunk	\$12.00
Per Order to Change Existing Line/Number	
First Line/Trunk	\$38.00
Each Additional Line/Trunk	\$11.00
Per Order to Change Existing Features/Listings	\$19.00
Per PIC Change Order	\$19.00

SECTION 4.0 - SERVICE CHARGES (CONT'D)

4.2 Premises Visit Charges

Premises Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service, or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's equipment or facilities. Premises Visit Charges due to trouble reports will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Premises Visit Charge is applied will commence when Company personnel are dispatched to the Customer's premises and will end when work is completed. The total charges for Premises Visits vary by time per technician for each Customer request.

	<u>Business</u>
Initial 15 minute increment or fraction thereof	\$28.00
Each Additional 15 minute increment or fraction thereof	\$ 9.00

SECTION 4.0 - SERVICE CHARGES (CONT'D)

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed. In such cases, the appropriate per line non-recurring charges and service order charges applicable to new service installations applies.

	<u>Business</u>
Restoration, First Line	\$38.00
Restoration, Each Additional Line	\$11.00

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Florida Public Service Commission:

Pay Telephone Services
Operator Services
Directory Assistance
Listing Services (including Non Published and Non-Listed Services)
Miscellaneous Services

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Nonrecurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines and Pay Telephone Services.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.1 General, (Cont'd.)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A.** Governmental fire fighting, Florida State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

- B.** An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.)

5.2 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5** All times refer to local time.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.)

5.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows.

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates

Step 3: Square each difference obtained in step (2) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.)

5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

	MON	TUES	WED	THUR	FRI	SAT	SUN
7:00 AM TO 7:00 PM*	PEAK					WEEKEND	
7:00 PM TO 7:00 AM*	OFF-PEAK						

* Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.)

5.4 Rate Periods for Time of Day Sensitive Services, (Cont'd.)

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.5 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.5.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.5.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.6 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.7 Operator Services

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in this tariff. Service is available for use by Customers twenty-four (24) hours a day. Ernest Communications, Inc. Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Ernest Communications, Inc. Long Distance Service is offered for both interLATA and interLATA calling. Customers must arrange for intraLATA and interLATA service from the interexchange carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls and interLATA calls.

5.8 Miscellaneous Services

5.8.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS. (CONT'D.)

5.9 Pay Telephone Services

Refer to Section 6.0 for descriptions for Pay Telephone service ordered by the Company.

5.10 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay services calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. 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.

5.11 Special Rates For The Handicapped

A. Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

B. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

SECTION 6.0 - PAYPHONE SERVICE

6.1 Public Telephone Service

6.1.1 General

Public Telephone Services provide a Payphone Provider ("PP") with a connection to the Company's switching network for the purpose of accessing services and features provided by the Company on Federal Communications Commission (FCC) registered Customer-owned Coin Operated Telephones (COCOTs) and Customer-owned coinless telephones.

Public Telephone Services consists of two primary service offerings and service features that can be added at the option of the PP. The two primary service offerings are Pay Telephone Access Line Service and Smart Line Service. These service offerings are explained at sections 6.2 and 6.3. Optional services to enhance the two service offerings are Blocking, Operator Screening and Coin Refund & Referral Services. These optional service offerings are explained at section 6.4.

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.1 Public Telephone Service, (Cont'd.)

6.1.2 Rules, Responsibility and Limitations

- (A) Subscribers to Public Telephone Service are subject to the rates, rules and regulations as specified elsewhere in this tariff, as well as the regulations of the Florida Public Service Commission.
- (B) Public Telephone Service will be provided only to Aggregators certified by the Florida Public Service Commission. Proof of certification is required prior to installation of service. Service will be disconnected should the Company determine that the Aggregator is no longer certified or has had certification revoked for any reason.
- (C) Aggregators subscribing to the Company's CPPT Lines are responsible for compliance with the Commission's "Regulations for Operator and Pay Telephone Services" and any other rules or regulations the Commission may require.
- (D) The Company will not be responsible for the operation, maintenance, coin refund, or coin collection of any Payphone Provider (PP) telephones or equipment nor will Company employees offer operating instructions for PP telephones or equipment.
- (E) The PP is responsible for payment of a Trouble Location Charge, as specified in Section 4 of this tariff, for each visit by the Company to the premises of the PP client where the service difficulty or trouble reports result from the use of equipment or facilities provided by the PP.
- (F) The PP is responsible for meeting all federal, state and local statutes with respect to provision of Customer-provided telephones in accordance with all hearing impaired and handicapped person requirements.

SECTION 6.0 - PAYPHONE SERVICE, (CONT'D.)

6.1 Public Telephone Service, (Cont'd.)

6.1.2 Rules, Responsibility and Limitations, (Cont'd.)

- (G)** The Company will take action, including the disconnection of service, as necessary for violation of this price list.

- (H)** Suspension of service is not available to Public Telephone Service unless all factors indicate that the PP telephone is located within an establishment which is temporarily closed and that the instrument is totally inaccessible to the general public. In all cases, the decision to permit temporary suspension of service rests with the Company.

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.1 Public Telephone Service, (Cont'd.)

6.1.2 Rules, Responsibility and Limitations, (Cont'd.)

- (I)** All PP telephones are required to ring at a level acceptable to the Commission and to receive incoming calls at no charge, except those placed in hospitals, schools, correctional institutions and others for which a specific exemption may be granted.
- (J)** A listing in the white pages section of the exchange directory may be provided in connection with Public Telephone Service. The PP may choose to have nonpublished telephone numbers in lieu of a directory listing at no additional charge. Additional listings will be provided at rates specified in Section 8 of this tariff. The Public Telephone Service client may be listed in the exchange directory in lieu of the PP at the rate of an Additional Listing as noted in Section 8 of this tariff.
- (K)** Unless otherwise permitted by Commission rule or order, only one Pay Telephone instrument may be connected to each CPPT line.
- (L)** The PP who elects to allow access to international calling is responsible for fraud and any other calling schemes that may occur.
- (M)** The PP is responsible for payment of charges of all toll messages originating from or accepted the PP telephones or equipment.
- (N)** Unless otherwise permitted by Commission rule or order, 0- local operator assisted calls must be routed to the Company's operators.

SECTION 6.0 - PAYPHONE SERVICE, (CONT'D.)

6.1 Public Telephone Service, (Cont'd.)

6.1.2 Rules, Responsibility and Limitations, (Cont'd.)

- (O) The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned by the subscriber.**

- (P) The Company shall not be liable for shortages of coins collected and deposited at the PP equipment. The limit of the Company's liability for end user fraud of whatever nature occurring at or in association with the subscriber's equipment shall be governed by the provisions of this tariff and rule or regulation of the Commission. In case of a conflict, the rule or regulation will prevail.**

6.1.3 Optional Features

Optional blocking and screening features are available to PP as noted at Section 6.4 of this tariff. These features are available to subscribers of Pay Telephone Access Line Service or Smart Line Service.

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.2 Pay Telephone Access Line Service

6.2.1 General

The Company provides access lines ("CPPT Lines") for connection of Aggregator-provided Pay Telephone equipment to the public switched network. CPPT Lines provide the Aggregator with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. CPPT Lines are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for CPPT lines are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the CPPT Line subscribed to by the Aggregator. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.2 Pay Telephone Access Line Service, (Cont'd.)

6.2.2 Rates and Charges

Service for Public Telephone Access Service is provided on a flat rate plan. The rate components of the flat rate plan consist of a dial tone line and usage charges, for calls outside the local calling area. Local calling areas are the same as those defined in the BellSouth General Subscriber Services Tariff, Section A3.8.50.

Each Access Line is provided with touch-tone signaling at no additional charge. Calls placed to Directory Assistance from CPPT Lines will be billed to the Customer at rates and charges found in Section 8.0 of the tariff. Nonrecurring charges for installation or rearrangement of service applies at the rates noted in Section 4 of this tariff.

(1-A) Flat Rate Line Charges

Public Telephone Access Service is provided at 80% of the business individual line flat rate as show below:

RATE GROUP	SERVICE TYPE
	Flat Rate
Group 1	\$19.80
Group 2	\$20.80
Group 3	\$21.90
Group 4	\$22.90
Group 5	\$21.85
Group 6	\$24.90
Group 7	\$25.75
Group 8	\$26.60
Group 9	\$27.40
Group 10	\$28.00
Group 11	\$28.60
Group 12	\$29.10

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.2 Pay Telephone Access Line Service, (Cont'd.)

6.2.2 Rates and Charges, (Cont'd.)

(1-B) Flat Rate Line Charges, Additional Rate Groups

Public Telephone Access Service is provided at 80% of the business individual line flat in these additional rate groups, as show below:

RATE GROUP	SERVICE TYPE
	Flat Rate
Group X1-Big Pine Key	\$19.80
Group X2-Bronson	\$20.80
Group X3-Jay	\$21.90
Group X4-Trenton	\$22.90

(2) Usage Charges

Usage charges rates apply to calls outside the local calling area.

	Initial Minute	Additional Minutes
Peak	\$0.025	\$0.01
Off Peak	\$0.015	\$0.005

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.2 Pay Telephone Access Line Service, (Cont'd.)

6.2.3 Optional Features

Optional features are available to PP as noted at Section 6.4 of this tariff.

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.3 Smart Line Service

6.3.1 General

Smart Line Service (SLS) is a standard dial tone first coin line for PP. Dial tone firms enables end users to dial certain calls without requiring coin deposits. Some of these types of calls that do not require coin deposits include 911 calls, local directory assistance calls and non-sent paid calls. The service is available from central offices where facilities are available.

SLS is provided on a two-way basis, except lines placed in correctional institutions, schools, hospitals and other locations for which a specific exemption has been granted by the Public Service Commission. There is no charge for incoming calls.

Recurring charges for SLS lines are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the SLS Line subscribed to by the Aggregator. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Features in SLS include:

- (1) Central office blocking of 900, 976 and N11 calls.
- (2) Operator Call Screening to alert the operator and carrier systems that the call is originating from a SLS line and may require special handling and billing treatment.
- (3) Coin signaling (coin collect and coin return). Coin collect is used when a call has been completed. Coin return is used if a no answer or busy condition is encountered.
- (4) Standard recorded announcements will be utilized

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.3 Smart Line Service, (Cont'd.)

6.3.2 Handling Different Types of Traffic

- (1) The Company's operator system will handle 0-, 0+ and 1+ intraLATA toll calls carried by the Company and 0+ local calls from CLS lines. All 10XXX 0+ dialed intraLATA toll calls will be routed to the dialed carrier.**
- (2) Sent paid interLATA, interstate and international calls originating from CLS lines, including but not limited to 1+, 10XXX1+, 011+, 10XXX011+ and 10XXX0- will be forwarded to AT&T for coin rating and completion. When other interexchange carriers provide sent paid service, 1+ presubscription intraLATA and/or interLATA calls will be permitted. Special billing/coin sharing arrangements between the PP and their respective interexchange carrier(s) will be the responsibility of the PP.**
- (3) All 0+ intraLATA and/or interLATA calls will be routed to the PP's presubscribed interexchange carrier(s).**
- (4) Sent paid local calls will be rated by the PP's equipment.**
- (5) Operator handled sent paid local calls will be rated to the end user at the rate set forth in Section 7 of this tariff**

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.3 Smart Line Service, (Cont'd.)

6.3.3 Rates and Charges

Smart Line Service will be provided on a flat rate basis. The rate components for flat rate service consist of dial tone line and usage charges for calls outside the local calling area. Each line is provided with touch-tone signaling at no additional charge.

Calls placed to Directory Assistance from CPPT Lines will be billed to the Customer at rates and charges found in Section 8.0 of the tariff. Nonrecurring charges for installation or rearrangement of service applies at the rates noted in Section 4 of this tariff.

(A) Smart Line Service

(1) Flat Rate Charge

Monthly charge, all rate groups \$45.00

(2) Usage Charges

These rates apply to calls outside the local calling area as defined in the BellSouth General Subscriber Service Tariff, Section A3.8.50. They rates are charged for at least one (1) minute of use.

Initial Minute or Fraction Thereof	Additional Minutes or fraction Thereof
\$0.275	\$0.0125

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.3 Smart Line Service, (Cont'd.)

6.3.3 Rates and Charges, (Cont'd.)

(A) Smart Line Service, (Cont'd.)

(2) Usage Charges, (Cont'd.)

These rates apply to calls outside the local calling area as defined in the BellSouth General Subscriber Service tariff, Section A3.8.50. The rates are charged for at least one (1) minute of use.

The rates shown below apply for calls placed between 12:00 P.M. and 2:00 P.M., 9:00 P.M. and 9:00 A.M. and Saturday and Sunday, all day.

Initial Minute or Fraction Thereof	Additional Minutes or fraction Thereof
\$0.275	\$0.0125

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.3.4 Optional Features

Optional features are available to PP as noted at Section 6.4 of this tariff.

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.4 Optional Pay Telephone Features

6.4.1 Blocking and Screening Features

Screening Options A&B-Unrestricted Service: No blocking or screening provided.

	<u>Monthly Rate</u>
Screening Option A, Per Two-Way Line	\$ N/C
Screening Option B, Per Outward Line	\$ N/C

Screening Options C&D: Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. It also provides central office blocking of 011+ calls, which provides blocking of calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan.*

	<u>Monthly Rate</u>
Screening Option C, Per Two-Way Line	\$ N/C
Screening Option D, Per Outward Line**	\$ N/C

* 976 blocking is mandatory on this option.

** This option may only be provided for placement in correctional institutions, schools, hospitals and other locations for which the Public Service Commission may grant a specific exemption.

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.4 Optional Pay Telephone Features, (Cont'd.)

6.4.1 Blocking and Screening Features, (Cont'd.)

Screening Options E&F: Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. It also provides blocking of 7 digit local, 1+DDD, 1+900 and calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan.

	<u>Monthly Rate</u>
Screening Option E, Per Two-Way Line*	\$ N/C
Screening Option F, Per Outward Line*	\$ N/C

Screening Options G&H: Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. It also provides blocking of calls to 1+DDD, 011+ international direct distance dialed numbers outside the North American Numbering Plan and blocking of calls to 1+900

	<u>Monthly Rate</u>
Screening Option G, Per Two-Way Line	\$ N/C
Screening Option H, Per Outward Line	\$ N/C

* 976 blocking is mandatory on this option.

** This option may only be provided for placement in correctional institutions, schools, hospitals and other locations for which the Public Service Commission may grant a specific exemption.

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.4 Optional Pay Telephone Features, (Cont'd.)

6.4.1 Blocking and Screening Features, (Cont'd.)

International Call Blocking: It provides blocking of 7 digit local, 1+DDD, 1+900 and calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan.

	Nonrecurring
	Charge
Per blocking feature arranged	\$19.00

6.4.2 Other Features

Billed Number Screening - Billed number screening will be furnished at the Company's option and upon agreement by the customer, to control instances of fraud associated will billed to third party, and/or collect calls. This service may be furnished in response to a customer request. Service Connection Charges as outlined in Section 4 of this tariff are not applicable when requested by the Company and are applicable when requested by the customer.

Answer Supervision - This feature provides the capability of delivering "off hook" supervisory signals from the subscriber's service central office to a line interface at the customer's premises for local and 1+ intraLATA toll calls processed and completed by the Company. These supervisory signals indicate when the called party has answered an incoming call (gone "off hook"). Answer Supervision is furnished only from central offices equipped to provide this service.

	Nonrecurring	Monthly
	Charge	Rate
Charge per line equipped	\$ 2.00	\$2.33

SECTION 6.0 - PAYPHONE SERVICE, (CONT'D.)

6.4 Optional Pay Telephone Features, (Cont'd.)

6.4.3 Coin Refund & Referral Service (CRS)

Coin Refund and Referral Service provides handling of refund requests and repair referrals generated by the end users of PP public telephones. End users may request refunds for coins lost during an attempt to place local, intraLATA or interLATA calls and/or submit trouble reports. Coin refund and referral service is available on PP lines outside of confinement facilities which also subscribe to Operator Screening and is also available on SmartLines. The following rates are the PP provider's responsibility:

- (A) **CRS -Option A:** The Company operator will take the refund request from the end user and forward the information to the PP.

Charge per referral \$2.00

- (B) **CRS -Option B:** The Company operator will take the refund request from the end user. If the request is for a credit to the end user's account with the Company, the operator will issue the credit. Any other refund request will be forwarded to the PP for processing.

Charge Per referral \$2.00

Charge Per credit \$2.10

- (C) **CRS -Option C:** The Company operator will take the refund requests from the end user and will issue a credit or draft as requested by the end user.

Charge Per credit \$2.10

Charge Per draft \$3.10

SECTION 6.0 - PAYPHONE SERVICE. (CONT'D.)

6.4 Optional Pay Telephone Features, (Cont'd.)

6.4.3 Coin Refund & Referral Service (CRS)

(D) CRS -Option D:

Charge Repair Referral, Per referral	\$2.00
--------------------------------------	--------

SECTION 7.0 - OPERATOR SERVICES

7.1 General

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

7.2 Basic Long Distance Charges

Basic Long Distance Service is offered to business Customers for both inbound and outbound, intraLATA and interLATA, calling over standard switched lines. Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds.

Usage Charges:

per minute rate:

\$22.00

SECTION 7.0 - OPERATOR SERVICES (CONT'D.)

7.3 Operator Assisted Service

Calls are billed in one minute increments. The minimum call duration for billing purposes is one minute. Call charges are computed on a per call basis; computations that result in fractional cents are rounded to the next full cent.

7.3.1 Usage Charges

(A) Local IntraLATA Service

Rate Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
0-10	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000
11-22	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000
23-55	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000
56-124	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000
125-292	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

SECTION 7.0 - OPERATOR SERVICES (CONT'D.)

7.3 Operator Assisted Service, (Cont'd.)

7.3.1 Usage Charges, (Cont'd.)

(B) InterLATA Service

Rate Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
0-10	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
11-22	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
23-55	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
56-124	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
125-292	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
293-430	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400
431-624	\$0.2200	\$0.2200	\$0.1600	\$0.1600	\$0.1400	\$0.1400

SECTION 7.0 - OPERATOR SERVICES. (CONT'D.)

7.3 Operator Assisted Service, (Cont'd.)

7.3.2 Per Call Service Charges

For any message in the call classes listed following, add the Service Charge shown following to the Basic Rate Schedule charge for that message. Discounts do not apply to the Service Charges.

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$1.26
Operator Station	
Billed Collect	\$1.26
Billed to Third Party	\$1.26
Billed to Line	\$1.26
Person-to-Person	\$2.98
Operator Dialed Surcharge	\$0.60

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings

8.1.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES. (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.2 Types of Listings

(A) Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 8.1.1. above.

(B) Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD
Office 125 Portland 555-4180
Residence 9 Glenway 555-8345

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES. (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.2 Types of Listings, (Cont'd.)

(C) Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)

Night calls (telephone number)

Night calls after __ PM (telephone number)

Nights, Sundays and holidays (telephone number)

5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays (telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

(D) Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES. (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.2 Types of Listings, (Cont'd.)

(E) Reference Listing

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

(F) Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES. (CONT'D.)

8.1 Directory Listings, (Cont'd.)

8.1.3 Free Listings

The following listings are provided at no additional charge to the Customer:

One listing for each individual line service, or auxiliary line.

8.1.4 Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.3.

Type of Listing	Business Charge
- Each Additional Listing	\$1.20
Alternate Telephone Number/Night Listing:	
- Night, Sundays & Holidays	\$1.20
- First Line	\$1.20

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.2 Non-Published Service

8.2.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

8.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.2 Non-Published Service, (Cont'd.)

8.2.3 Rates and Charges

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month: \$1.65

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.3 Non-Listed Service

8.3.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

8.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES. (CONT'D.)

8.3 Non-Listed Service

8.3.3 Rates and Charges, (Cont'd.)

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month: **\$0.70**

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

8.4 Directory Assistance Services

8.4.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line. Rates and charges for intraLATA and interLATA Directory Assistance service are provided in Ernest Communications, Inc.'s Florida Price List No. 1.

Each Local Directory Assistance Call	\$0.25
Each Long Distance Directory Assistance Call	\$1.10

SECTION 9.0 - MISCELLANEOUS SERVICES

9.1 Carrier Presubscription

9.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

9.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option (A)** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

- Option (B)** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

- Option (C)** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

SECTION 9.0 - MISCELLANEOUS SERVICES

9.1 Carrier Presubscription

9.1.2 Presubscription Options, (Cont'd)

- Option (D)** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.

- Option (E)** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

- Option (F)** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 9.0 - MISCELLANEOUS SERVICES. (CONT'D.)

9.1 Carrier Presubscription, (Cont'd.)

9.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 9.1.5 which follows.

9.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

SECTION 9.0 - MISCELLANEOUS SERVICES, (CONT'D.)

9.1 Carrier Presubscription, (Cont'd.)

9.1.4 Presubscription Procedures, (Cont'd.)

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 9.1.5 which follows. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

9.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 9.1.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Charges

Per business line

Each Line

Monthly

\$2.75

SECTION 9.0 - MISCELLANEOUS SERVICES. (CONT'D.)

9.2.1 Other Monthly Recurring Charges

(A) End-User Common Line (EUCL) Recovery Charge

The following charges apply to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$3.50
Multiline Customer, Per Line	\$8.14

(B) Payphone Provider Line Identification Charge

The following charges apply due to a requirement by the FCC to assess a Payphone Provider Line Identification Charge. This charge is in effect until May 14, 1999.

Single Line Customer, Per Line	\$1.17
--------------------------------	--------

SECTION 10.0 - PROMOTIONAL OFFERINGS

10.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

10.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).