

November 17, 1997 Overnight

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210 N. Park Ave. Winter Park, FL 32789

Ms. Blanco Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oaks Boulevard Tallahassee, Florida 32399-0870

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

Initial Alternative Local Exchange Telecommunications Price List of Z-Tel

Communications, Inc. and Change of Company Name

Docket No. 980786-TX; Order No. PSC-98-1177-FOF-TX; Certificate No. 5701

Tel 407-740-8575 Fax. 407-740-0613 tmi@tminc.com Dear Ms. Bayo:

Re:

Enclosed for filing are the original and six (6) copies of the initial Alternative Local Exchange Telecommunications Price List of Z-Tel Communications, Inc. The Company was granted a certificate (No. 5701) to provide Alternative Local Exchange Telecommunications Services in Order No. PSC-98-1177-FOF-TX issued August 31, 1998. The Company was certificated under the name Z-Tel Communications, Inc. d/b/a Z-Line, Inc. Since that time, the Company has been authorized to do business in the state of Florida under its corporate name of Z-Tel Communications, Inc. and the price list has been issued under this name. Also enclosed is the Company's current Secretary of State certificate. The Company respectfully requests and effective date of November 19, 1998 for this price list.

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

Any Questions regarding this filing may be directed to my attention at (407) 740-8575.

Sincerely.

Monique Byrnes Consultant to

Z-Tel Communications, Inc.

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MB/sp

cc: R. Curtis - Z-Tel

file: Z-Tel - FL Local

tms: f119801 CMU

RECEIVED FILED DOCUMENT NUMBER - UNIVERSE DE CORDS REPORTING



I certify from the records of this office that Z-TEL COMMUNICATIONS, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on April 7, 1998.

The document number of this corporation is F98000002080.

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I further certify that said corporation has paid all fees and penalties due this office through December 31, 1986, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Fourteenth day of October, 1998



CREEOE2 (3-66)

Sante B. Mortham Secretary of State

### TITLE PAGE

### FLORIDA PRICE LIST

**OF** 

Z-Tel Communications, Inc.

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Z-Tel Communications, Inc. with principal offices at 601 South Harbour Island Boulevard, Suite 220, Tampa, Florida 33602. This Price List applies to services provided within the State of Florida. This Price List is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: November 18, 1998 Effective: November 19, 1998

Issued By: D. Gregory Smith, Chief Executive Officer

Z-Tel Communications, Inc.

601 South Harbour Island Boulevard, Suite 220

### CHECK SHEET

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

Sheet	Revision		Sheet	Revision		Sheet	Revision	
1	Original	•	26	Original	•	51	Original	•
2	Original	•	27	Original	•	52	Original	•
3	Original	•	28	Original	•	53	Original	•
4	Original	•	29	Original	•	54	Original	•
5	Original	•	30	Original	•	55	Original	•
6	Original	•	31	Original	•	56	Original	•
7	Original	•	32	Original	•	57	Original	•
8	Original	•	33	Original	•	58	Original	•
9	Original	•	34	Original	•	59	Original	•
10	Original	•	35	Original	•	60	Original	•
11	Original	•	36	Original	•	61	Original	•
12	Original	•	37	Original	•	62	Original	•
13	Original	•	38	Original	•	63	Original	•
14	Original	•	39	Original	•	64	Original	•
15	Original	•	40	Original	•	65	Original	•
16	Original	•	41	Original	•	66	Original	•
17	Original	•	42	Original	•	67	Original	•
18	Original	•	43	Original	•	68	Original	•
19	Original	•	44	Original	•	69	Original	•
20	Original	•	45	Original	•	70	Original	•
21	Original	•	46	Original	•	71	Original	•
22	Original	•	47	Original	•	72	Original	•
23	Original	•	48	Original	•	73	Original	•
24	Original	•	49	Original	•			
25	Original	•	50	Original	•			

<sup>\*</sup> Included with this filing.

Issued By:

Issued: November 18, 1998

D. Gregory Smith, Chief Executive Officer

Z-Tel Communications, Inc.

601 South Harbour Island Boulevard, Suite 220

Tampa, Florida 33602

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### SYMBOLS

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

- D Delete Or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From or To Another Price List Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- T Change in Text Or Regulation But No Change In Rate Or Charge

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### PRICE LIST FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the FPSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List sheet 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).

D. Check Sheets - When a Price List filing is made with the FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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### **EXCHANGE SERVICE LIST**

Z-Tel Communications, Inc. ("Z-Tel") has included all of the exchanges in the BellSouth, GTE and Sprint-Florida (United Telephone and Centel) local exchange territory in Florida as the potential areas where alternative local exchange service is planned.

### BellSouth exchanges (and corresponding BellSouth rate group number):

Archer (5)	Fernandina Beach (3) Lynn Hevon (5)			
Baldwin (9)	Flagier Beach (3)	Marathon (3)		
Bell Glade (3)	Ft. George (9)	Maxville (9)		
Big Pine Key (E)	Ft. Lauderdaie (12)	Melbourne (7)		
Boca Raton (10)	Ft. Pierce (5)	Miami (12)		
Boynton Beach (10)	Gainesville (6)	Micanopy (5)		
Bronson (E)	Geneva (7)	Middleburg (9)		
Brooksville (5)	Graceville (3)	Milton (6)		
Bunnell (3)	Green Cove Springs (3)	Munson (6)		
Cantonment (6)	Gulf Breeze (6)	Newberry (5)		
Codar Keys (i)	Havena (6)	New Smyrna Beach (4)		
Century (6)	Hawthorne (5)	North Dade (12)		
Chiefland (3)	Hobe Sound (6)	North Key Largo (3)		
Chipley (3)	Holley-Navarre (6)	Oak Hill (4)		
Cocoa (7)	Hollywood (12)	Old Town (2)		
Cocoa Beach (7)	Homestead (12)	Orange Park (9)		
Coral Springs (12)	Islamorada (4)	Orlando (11)		
Cross City (2)	Jacksonville (10)	Oviedo (11)		
Daytona Beach (6)	Jacksonville Beach (9)	Pace (6)		
DeBary (5)	Jay (E)	Pahokee (3)		
Deerfield Beach (12)	Jensen Beach (6)	Palatka (4)		
Doland (5)	Julington (9)	Palm Coast (3)		
DeLeon Springs (4)	Jupiter (9)	Panama City (5)		
Delray Beach (8)	Key Largo (4)	Panama City Beach (5)		
Dunnellon (6)	Keystone Heights (3)	Pensacola (7)		
East Orange (11)	Key West (4)	Perrine (12)		

E - See BellSouth General Subscriber Service Tariff.

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Lake City (4)



BellSouth exchanges (and corresponding BellSouth rate group number) - (continued):

Pomona Park (4) Sebastian (6) Vero Beach (5)

Pompano Beach (12) Stuart (6) Weekiwachee Springs (5)

Ponte Vedra Beach (9) Sugarlouf Key (4) Welaka (4)

Port St. Lucie (6) Sunny Hills (3) West Palm Beach (10) St. Augustine (4) Titusville (5) Yankeetown (4)

St. Johns (11) Trenton (E) Youngstown-Fountain (5)

Sanford (8) Vernon (3) Yulee (9)

GTE exchanges (and corresponding GTE rate group number)

Bartow (4)

Bradenton (4)

Mulberry (3)

Myakka (4)

Clearwater (5)

New Port Richey (3)

Englewood (2)

North Port (3)

Tampa - Central Area (5)

Tampa - North Area (5)

Tampa - East Area (5)

Tampa - South Area (5)

Frostproof (1)

Palmetto (3)

Tampa - West Area (5)

Haines City (3) Plant City (5) Venice (4)
Hudson (3) Polk City (3) Winter Haven (4)
Indian Lake (1) Serasota (5) Zephyerhills (2)

Lake land (4) St. Petersburg (5)
Lake Wales (3) Tarpon Springs (5)

Sprint-Centel exchanges (and corresponding Sprint-Centel rate group number)

Glendale (1) Alford (1) Panacea (6) Grand Ridge (2) Ponce de Leon (2) Baker (2) Bonifay (1) Greenville (6) Revnolds Hill (1) Cherry Lake (1) Greenwood (2) St. Marks (6) Kingsley Lake (2) Cottondale (2) Santa Rosa Beach (4) Crawfordville (6) Seagrove Beach (1)

Lawtey (2) Crestview (2) Lee (1) Shalimer (5) DeFuniak Springs (2) Madison (1) Speeds (2) Sopchoppy (6) Destin (5) Malone (2) Fort Walton Beach (5) Starke (2) Marianna (3) Freeport (2) Monticello (6) Tallahassec (6) Valparaiso (5) Westville (1)

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Groveland (4)

Homosassa Springs (3)

### EXCHANGE SERVICE LIST, CONT'D.

Sprint-United exchanges (and corresponding Sprint-United rate group number)

Apopka (6)

Arcadia (1)

Astor (4)

Avon Park (1)

Belleview (4)

Beverly Hills (3)

Howey-in-the-Hills (4)

Immokalee (1)

Reedy Creek (6)

Reedy Creek (6)

Saint Cloud (3)

Saint Cloud (3)

Sait Springs (4)

Kissimmee (3)

San Antonio (2)

Beverly Hills (3)

LaBelle (1)

Sanibel-Captival

Beverly Hills (3) LaBelle (1) Senibel-Captiva Islands (5)
Boca Grande (1) Lady Lake (5) Sebring (2)

Bonita Springs (5) Lake Placid (1) Silver Springs Shores (4)

Bowling Green (1)

Bushnell (1)

Cape Coral (5)

Cape Haze (2)

Mostverde (6)

Clermont (6)

Lessburg (4)

Lessburg (4)

Lessburg (4)

Tavares (4)

Trilachoochee (2)

Umatilla (4)

Wachula (1)

Clewiston (1) Mount Dors (4) West Kissimmee (3)
Crystal River (3) Naples (4) Wildwood (1)

Dade City (2)

North Cape Coral (5)

Eustis (4)

North Fort Myers (5)

Everglades (1)

Forest (4)

Fort Meade (3)

North Cape Coral (5)

Williston (1)

Windermere (6)

Winter Garden (6)

Winter Park (6)

Zolfo Springs (1)

Fort Myers (5) Okeechobee (1)
Fort Myers Beach (5) Orange City (3)

Pine Island (5) Port Charlotte (3)

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### SECTION 1 - DEFINITION OF TERMS AND ARBREVIATIONS

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

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

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

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - The Florida Public Service Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Z-Tel Communications, Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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D. Gregory Smith, Chief Executive Officer

Z-Tel Communications, Inc.

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### SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

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

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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Z-Tel Communications, Inc.

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### SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

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, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Message Tell Service - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

MOU - Minutes of Use

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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Z-Tel Communications, Inc.

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### SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Service - Any means of service offered herein or any combination thereof.

Service Order Form - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

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

Term Agreement - An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

Z-Tel - Z-Tel Communications, Inc., issuer of this tariff.

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D. Gregory Smith, Chief Executive Officer

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Tampa, Florida 33602

### **SECTION 2 - REGULATIONS**

### 2.1 Undertaking of the Company

- 2.1.1 Service is furnished for telecommunications originating and terminating within the State of Alabama under the terms and conditions of this tariff.
- 2.1.2 Z-Tel's voice services will involve the resale of the basic local exchange services of the incumbent local exchange telephone companies.
- 2.1.3 Carrier's services are available for use twenty-four hours per day, seven days per week.

### 2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 The Cerrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.4 The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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601 South Herbour Island Boulevard, Suite 220

Tampa, Florida 33602

### 2.3 Liability of the Company

- 2.3.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential demants of such third persons.
- 2.3.2 The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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### 2.3 Limbility of the Company, Cont'd.

- 25 The Company shall not be liable for any failure of performance or equipment due to causes other labor difficulties. corporation, or other instrumentality of any one or more of these federal, state, or local claiming jurisdiction over the Company, or of any department, agency commission, bureau Government, or of any other government, including state and local governments having or catastrophes; any law, order, regulation, direction, action, or request of the United States beyond its control, including but not limited to: acts of God, fire, flood or other wars, usavailability of rights-of- way or materials, or strikes, lock-outs, work stoppages, or governments, or any civil or military authority, national emergencies, insurrections, riots,
- 23.4 The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 135 of the Customer or due to the failure or malfunction of Customer-provided services or The Company shall not be liable for any damages or losses due to the fault or negligence
- 236 the Company be liable for the performance of said vendor or vendor's equipment. Customers of the Company which may be installed at premises of the Company, nor shall The Company shall not be liable for the claims of vendors supplying equipment to
- The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any Customer or others, caused or claimed to have been caused directly or indirectly by the person(s), and for any loss, damage, or destruction of any property, whether owned by the location, or use of any installation so provided. installation, operation, failure to operate, maintenance, removal, presence, condition, liability whatsoever, whether suffered, made, instituted, or asserted by any other party or
- 23.8 or end-user (or Authorized User) resulting from the furnishing of services or equipment on The Company is not liable for any defacement of or damage to the premises of a Customer such premises or the installation or removal thereof.

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### SECTION 2 - REGULATIONS, CONT'D.

### 2.3 Liability of the Company, Cont'd.

- 230 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- 23.10 The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- The Company shall not be liable for any damages whetsoever associated with service, used for or in conjunction with service. omission of the Customer or any other entity furnishing services, facilities or equipment facilities, products, or equipment which the Company does not furnish or for any act or
- 23.12 The Company shall not incur any liability, direct or indirect, to any person who dials or of the digits "9-1-1". attempts to dial the digits "9-1-" or to any other person who may be affected by the dialing
- 13.13 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.
- 22.14 The Customer and any Authorized Users, jointly and severally, shall indemnify and hold of the Company and upon request by the Company, any suit brought or claim asserted other agreement so as to extinguish the claim of infringement, terminate the claimed expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or event that any such infringing use is enjoined, the Customer or Authorized User at its the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Companyprovided services and equipment with any facilities, services, functions, or products addition and without limitation, the Customer or Authorized User shall defend, on behalf infringing use, or modify such combination so as to avoid any such infringement. In provided by the Customer or Authorized User or (2) use of services, functions, or products attorneys fees and court costs), or liability arising out of any commission or omission by the set the Company for any such infringement, damages, or other claims. her or Authorized User in connection with the service, function, or product. In the

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### 2.3 Liability of the Company, Cont'd.

2.3.15 The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

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D. Gregory Smith, Chief Executive Officer

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601 South Harbour Island Boulevard, Suite 220



### 2.4 Probiblind Uses

- 2.4.1 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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.4.2 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer 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.
- 2.4.3 A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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Z-Tel Communications, Inc.

601 South Harbour Island Boulevard, Suite 220

### 2.5 Limitation of Service

- 2.5.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.5.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.5.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.5.4 The fermishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, 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.

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### 2.6 Application for Services

2.6.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

### 2.6.2 Cancellation of Application for Service

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

### 2.6.3 Cancellation of Service

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

### 2.7 Assignment or Transfer

2.7.1 All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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### 2.8 Deposits

- 2.8.1 Prior to, or at any time after the provision of a service to the Customer, Z-Tel may require the Customer to make a deposit to be held as a guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two (2) month period plus the amount of any termination charges attributable to the service. The fact that a deposit has been made in no way relieves the Customer from complying with requirements as to payment of bills.
- 2.8.2 When the Customer has been provided notice that a deposit is required prior to the provisioning of a service or facility, such deposit amount shall be paid in full prior to Z-Tel's activation of the service or facility. In the event where a service or facility is currently operational and Z-Tel determines a deposit is required, Z-Tel will provide notice to the Customer of such a deposit request, identifying the amount of deposit being requested and the reason for such action by the Company. In this instance, the Company's request for a deposit will be based solely on the Customers payment history for the applicable service provided by the Company. The Customer will be required to remit the deposit in full within thirty (30) calendar days of Z-Tel's deposit request and shall be subject to all other requirements and actions regarding payments to Z-Tel.
- 2.8.3 When the provision of service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance that may remain will be refunded. The Customer will receive interest in accordance with applicable Florida law.

### 2.9 Advance Deposits

The Company does not require deposits for intrastate services.

### 2.10 Taxes and Fees

The Company reserves the right to bell any and all applicable taxes in addition to normal telecommunications charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices and are not included in the quoted rates.

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### 2.11 Notices

2.11.1 Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

### 2.12 Billing and Payment

- 2.12.1 The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any regulated sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service, as provided for in this tariff and in accordance with Commission rules, without incurring any liability.
- 2.12.2 Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 30 days after the bill is rendered.
- 2.12.3 The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.

### 2.12.4 Recurring Monthly Charges

- .1 Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.
- .2 For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.

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### 2.13.1 Discontinuance or Interruption of Service by the Carrier

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished:

- 2.13.1 For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation, or noncompliance with or violation of any Commission regulation.
- 2.13.2 For noncompliance with any of the provisions of this tariff governing service.
- 2.13.3 In the event of the Customer's use of service in such a manner as to adversely affect the Carrier's equipment or service to others.
- 2.13.4 In the event of unauthorized or fraudulent use of service.
- 2.13.5 By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Carrier from furnishing service to the Customer.
- 2.13.6 In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of the Carrier's equipment and facilities.

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### 2.13 Discontinuance or Interruption of Service by the Carrier, Cont'd.

- 2.13.7 The Carrier reserves the right to limit the duration of a connection or the provision or service when necessary because of a shortage of service components caused by emergency conditions as defined in the Rules and Regulations of the Alabama Public Service Commission.
- 2.13.8 Discontinuance of service shall be in accordance with the Rules and Regulations of the Alahama Public Service Commission.
- 2.13.9 The Carrier may suspend service without notice if it deems such action necesary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind to any party. The Carrier may suspend service after notice to the Customer of noncompliance with any provision of this tariff is such noncompliance is not corrected within thirty (30) days following the receipt of notice.
- 2.13.10 The Carrier may discontinue service for nonpayment of any regulated sum due the Carrier for more than 30 days beyond the rendition of the bill for such service pursuant to the Rules and Regulations of the Alabama Public Service Commission.

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## ctions and Equipment on Customer's Premise

- The Customer or Authorized User shall allow the Company continuous access and right-ofdetermined by the Company to be appropriate to the provision and maintenance of services way to the premises of the Customer or Authorized User to the extent reasonably and equipment relating to this tariff.
- 114.2 The Company undertakes to use reasonable efforts to make available services to a availability by any such date and shall not be liable for any delays in commencing service Customer with the regulations contained in this tariff. The Company does not guarantee to any Customer. Customer, on or before a particular date subject to the provisions of and compliance by the
- 216 The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and consent of the Company. tamper with any of the services or equipment installed by the Company, except upon the may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise
- otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer. Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless
- The Company shall not be responsible for the installation, operation, or maintenance of any not be responsible for the transmission or reception of signals by equipment provided by the operation of such services and equipment; subject to this responsibility the Company shall Customer or Authorized User, or for the quality of, or defects in, such transmission or Company determines is necessary for proper operation in connection with the Company's communications equipment provided by the Customer or Authorized User, except as the reception. furnishing of services and equipment offered under this tariff and to the maintenance and services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the

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- 2.14 Service Connections and Equipment on Customer's Premises, Cont'd.
  - 2.14.6 The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
  - 2.14.7 The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefor. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.
  - 2.14.8 The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:
    - upon termination, interruption or suspension of the service in connection with which the equipment was used; and
    - for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

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### 2.14 Service Connections and Equipment on Customer's Promises, Cont'd.

- 2.14.9 The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. 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. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.14.10 Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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### 2.15 Obligations of the Customer

The Customer shall be responsible for:

- 2.15.1 The payment of all applicable charges as set forth in this tariff.
- 2.15.2 Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.15.3 Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.15.4 Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, 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.

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## 2.15 Obligations of the Customer, Cont'd.

- Providing a safe place to work and complying with all laws and regulations regarding the required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installing or maintaining the Company's services and equipment. The Customer may be working conditions on the premises at which Company employees and agents shall be nstallation or maintenance by the Company.
- 715 5 Complying with all laws and regulations applicable to, and obtaining all consents, which the Customer or Authorized User is responsible, and obtaining permission for approvals, licenses and permits as may be required with respect to, the location of Company rous for the purpose of installing, imspecting, repairing, or, upon termination of service as rvices and equipment in any Customer or End-Unor Premise or the rights-of-way for ed berein, removing the services and equipment of the Company; any agents or employees to enter the Customer or End-User Premise at any reasonable
- 2.15.7 Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for he period during which service is interrupted for such purposes;
- 715 Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or of such services and equipment. encumbrances relating to the Customer's use of the Company's services or to the locations
- Customer-provided equipment on the Customer or End-User Premises, the operating Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the personnel there, and the electric power consumed by such equipment, shall be provided by Customer ad maintained at the expense of the Customer or Authorized User. Conformance of

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### 2.15 Obligations of the Customer, Cont'd.

2.15.10 The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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### 2.16 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.

### 2.16.1 Customer Liability for Frand and Unauthorized Use of the Network

- .1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- .2 A Company PIN is a unique identifier 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 an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- .3 The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- .4 The Customer is responsible for payment of all charges for 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.

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### 2.17 Maintenance and Testing

- 2.17.1 Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.
- 2.17.2 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. 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 services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. 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 services, equipment, and personnel from harm.

### 2.18 Nonroutine Installation

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials 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.

### 2.19 Contracts

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. ICB contracts are subject to Commission review.

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### **SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

### 3.1 General

Z-Tel is a reseller of local exchange service company providing basic local exchange communications services throughout Florida.

Z-Line's rates and services are based on the rates and services of the large incumbent local exchange carriers. This tariff documents the rates and services for Z-Line's provision of local exchange service.

Customers are billed based on their use of Z-Line's network and services. Charges may vary by service offering, class of service, CLASS/custom calling feature(s), class of call, time of day, day of week, and/or call duration.

The Company provides access to operator services, "911" services, and relay services for the hearing impaired, as required in Chapter 364.337(2), Fla. Statutes.

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# SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

### 3.2 Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate centers associated with the originating and terminating points of the call.

The sirline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Z-Tel uses the rate centers and in their NPA-NXX V&H Coordinates Tape and Bell's NECA No 4. associated vertical and horizontal coordinates that are produced by Bell Communication Research

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the rate center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H"
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

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

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- 3.3 Rate Periods for Time of Day Sensitive Services
  - 3.3.1 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*	1	DAYTU	ME RATE	PERIOD			
5:00 PM TO 11:00 PM*		EVENN	NG RATE	PERIOD			EVE
11:00 PM TO 8:00 AM*		NIC	GHT/WE	EKEND RA	ATE PER	IOD	

Up to, but not including.

- 3.3.2 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.
- 3.3.3 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 I

Memorial Day As Federally Observed

Independence Day July 4

Thanksgiving Day As Federally Observed

Christmas Day December 25

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#### 3.4 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:

- 3.4.1 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.
- 3.4.2 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).
- 3.4.3 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.
- 3.4.4 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.
- 3.4.5 All times refer to local time.

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#### 3.5 Service Order and Change Charges

The charges specified in this Section are for the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities.

#### 3.5.1 BollSouth Calling Area

#### .1 General

Line Connection Charge - Applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge - Applies per line to miscellaneous Customer requested changes on existing service for, but not limited to, number changes and suspend/restore.

Secondary Service Charge - Applies per Customer request for the receiving, recording, and processing of Customer requests to change services or add new or additional services.

Premises Work Charge - A nonrecurring charge based on the labor time and miscellaneous material required to perform Customer requested work.

Customer Request - The term "per customer request" is defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.

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# 3.5 Service Order and Change Charges, Cont'd.

# 3.5.1 BellSouth Calling Area, Cont'd.

#### .2 Rates and Charges

	Residence	Business
Line Connection Charge		
First Line, per customer request	\$40.00	\$56.00
Additional Line, each	\$12.00	\$12.00
Line Change Charge		
First Line, per customer request	\$23.00	\$38.00
Additional Line, each	\$11.00	\$11.00
Secondary Service Charge, per customer		
request, each	\$10.00	\$19.00
Premises Work Charge		
First 15 minute or fraction thereof	\$25.00	\$28.00
Each addition 15 minute increment	****	
or fraction thereof	\$9.00	\$9.00

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#### 3.5 Service Order and Change Charges, Cont'd.

# 3.5.2 GTE Calling Area

#### .1 General

Except as provided hereinafter, a charge is applicable for each separate work function performed in connection with the provision of Service

Network Access Charge - Applies on a "per order basis and is applicable for receiving, recording, and processing a Customer's order for installation, moves, or changes.

The telephone number change charge applies to each change of telephone number or change of service arrangement requiring a telephone number change made at the request of a subscriber and is in addition to the network access change charge.

#### .2 Rates and Charges

	Kesidence	Business
Network Access, each		
Establishment	\$20.00	\$33.90
Change	\$11.00	\$14.00
Central Office Line Connection,		
each line	\$35.00	\$35.00
Premises Visit	\$35.00	\$35.00
Telephone Number Change, each	\$9.00	\$9.00
Restoration of Service	\$18.00	\$18.00
Seasonal Service Establishment		
Charge, per number restored	\$18.00	\$18.00

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- 3.5 Service Order and Change Charges, Cont'd.
- 3.5.2 Sprint Contel and United Telephone Calling Areas
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Service Ordering Charge (Primary and Secondary) - applies per customer request for work performed by the Company to be completed for the same account at the ame premises, on the same date.

serving central office to the customer's demarcation point. Access Line Change - applies for work associated with the line extending from the

Interface device (TNI). requested rearrangement of drop wire, protector and/or Telephone Network Premises Visit Change - applies for a visit to the customer's premises for customer-

than work required to establish network access. Premises Work Charge - includes work performed on the customer's remises other

Taguest. Record Change Change - applies for changing directory listings at the customer's

suspension of service whether at customer's request or for nonpayment of charges. Restore Charge - applicable to restoration of service following a temporary

customer's premises and the trouble is found on the customer's side of the Trouble Location Charge - applies when a report of trouble results in a visit to the narcation point in customer owned CPE or customer owned inside wire.

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#### 3.5 Service Order and Change Charges, Coat'd.

#### 3.5.2 Sprint - Contel and United Telephone Calling Areas, Cont'd.

#### .2 Rates and Charges - Centel Telephone

	Residence	Business
Service Ordering Charges		
Primary associated with Access Line	\$20.00	\$30.00
Secondary	\$12.00	\$14.00
Access Line Charge, each line	\$30.00	\$35.00
Premises Visit Charge	\$21.09	\$30.00
Telephone Number Change, including		
Service ordering charge, each	<b>\$</b> 9.50	\$11.50
Restore Service	\$15.00	\$15.00
Trouble Location Charge, per visit	\$35.00	\$35.00

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#### 3.5 Service Order and Change Charges, Coat'd.

# 3.5.2 Sprint - Contol and United Telephone Calling Areas, Cont'd.

# .3 Rates and Charges - United Telephone

	Residence	Business
Service Ordering Charges		
Primary associated with Access Line	\$20.00	\$25.00
Secondary	\$9.50	\$16.00
Access Line Charge, each line	\$30.00	\$35.00
Premises Visit Charge	\$10.00	\$10.00
Premises Work Charge, per 1/4 hour		
or fraction thereof	\$12.00	\$12.00
Record Change Charge	\$5.00	\$5.00
Telephone Number Change, including		
Service ordering charge, each	\$9.50	\$11.50
Restore Service	\$15.00	\$20.00
Trouble Location Charge, per visit	\$35.00	\$35.00

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#### 3.6 Z-Tel Local Exchange Services

#### 3.6.1 General

Local calling refers to calls placed to telephone numbers where toll charges do not apply. This includes calls placed within an exchange as well as between two or more exchanges that are part of the local calling area.

Z-Tel Local Exchange Service is made available by reselling local calling services and optional line features that are provided by authorized Local Exchange Carriers. Z-Tel Local Exchange Service provides the Customer with the ability to originate calls from and terminate calls to all other active stations on the public switched telecommunications network. Monthly Recurring Charges will be applied in advance. Usage charges, if applicable, are billed in arrears. A nonrecurring Service Order Charge applies to each new local exchange line installation.

Z-Tel Local Exchange Service is available to both residential and single and multi-line business Customers and is furnished subject to the availability of the Local Exchange Carrier's facilities.

The rate groups in this section are as defined by the incumbent Local Exchange (ILEC) company's General Subscriber Tariff. Changes in the ILEC rate groups apply to Z-Tel.

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# 3.6 Z-Tel Local Exchange Services, Cont'd.

# 3.6.2 Rate Group Descriptions

#### .1 BellSouth Areas

Rate Group	Upper limits of Total Exchange Access Lines and PBX Trunks
1	2,000
2	, <b>7,000</b>
3	22,000
4	55,000
5	120,000
6	195,000
7	280,000
8	375,000
9	450,000
10	550,000
11	700,000

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#### 3.6 Z-Tel Local Exchange Services, Cont'd.

# 3.6.2 Rate Group Descriptions, Cout'd.

#### .2 GTE Areas

	Upper limits of			
Rate Group	Total Exchange Access Lines and PBX Trunks			
1	50,000			
2	90,000			
3	170,000			
4	300,000			
5	Unlimited			

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#### 3.6 Z-Tel Local Exchange Services, Cont'd.

# 3.6.2 Rate Group Descriptions, Cont'd.

# .3 Sprint - Centel Areas

Rate Group	Upper limits of Total Exchange Access Lines and PBX Trunks
1	8,000
2	16,000
3	32,000
4	64,000
5	128,000
6	Unlimited

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- 3.6 Z-Tel Local Exchange Services, Cont'd.
  - 3.6.2 Rate Group Descriptions, Cont'd.
    - .4 Sprint United Telephone Areas

Rate Group	Upper limits of Total Exchange Access Lines and PBX Trunks
1	20,000
2	50,000
3	100,000
4	200,000
5	400,000
6	Unlimited

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#### 3.6 Z-Tel Local Exchange Services, Cont'd.

#### 3.6.3 Classes of Service

.1 Flat Rate Service

Flat Rate Service is a local service for which a fixed charge is assessed regardless of the number of local messages completed.

.2 Message Rate Service

Message Rate Service is a local service based on a fixed monthly rate for which a call allowance is included. Calls made above that allowance are billed a per call rate. Message rate charges will not apply to calls to Company customer service or repair, Directory Assistance or 911 emergency service. Regular Directory Assistance charges will apply as specified in this tariff.

- (A) BellSouth territory: Messages in excess of the monthly message allowance are \$0.10 and \$0.12 per message for Residential lines and Business lines, respectively. The monthly message allowance is 30 and 75 messages for Residential lines and Business lines, respectively.
- (B) Applicable to service in areas where GTE is the ILEC. The messages in excess of the monthly message allowance are \$0.10 and \$0.10 per message for Residential and Business lines, respectively. The monthly message allowance is 30 and -0- messages for Residential lines and Business lines, respectively.

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# 3.6 Z-Tel Local Exchange Services, Cont'd.

# 3.6.4 Monthly Recurring Charges

.1 BellSouth Arees - Rate Groups 1-6

Service Type	Rate Groups 1-6							
	1 5	2	3	4	5	6		
Residential Flat Rate	\$ 7.30	\$ 7.70	\$ 8.10	\$ 8.40	\$ 8.80	\$ 9.15		
Residential Message Rate Up to 30 Call Allowance	4.38	4.62	4.86	5.04	5.28	5.49		
Per Call, past the 30 Call Allowance	0.10	0.10	0.10	0.10	0.10	0.10		
Business, Flat Rate	19.80	20.80	21.90	22.90	23.85	24.90		
Business Message Rate Up to 75 Call Allowance	14.71	15.46	16.29	17.04	17.75	18.54		
Per Call, past the 75 Call Allowance	0.12	0.12	0.12	0.12	0.12	0.12		

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# 3.6 Z-Tel Local Exchange Services, Cont'd.

# 3.6.4 Monthly Recurring Charges, Cont'd.

.1 BellSouth ("Bell") Areas - Rate Groups 7-12

Service Type	Rate Groups 7-12					
	7	8	9	10	11	12
Residential Flat Rate	\$ 9.50	\$ 9.80	\$ 10.05	\$ 10.30	\$ 10.45	\$ 10.65
Residential Message Rate Up to 30 Cali Allowance	5.70	5.88	6.03	6.18	6.27	6.39
Per Call, pest the 30 Call Allowance	0.10	0.10	0.10	0.10	0.10	0.10
Business, Flat Rate	25.75	26.60	27.40	28.00	28.60	29.10
Business Message Rate Up to 75 Call Allowance	19.18	19.81	20.41	20.56	21.31	21.69
Per Call, pest the 75 Call Allowance	0.12	0.12	0.12	0.12	0.12	0.12

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# 3.6 Z-Tel Local Exchange Services, Cost'd.

# 3.6.4 Monthly Recurring Charges, Cont'd.

.2 GTE Areas - Rate Groups 1-5

Service Type		Rate Groups 1-6						
	1	2	3	4	5			
Residential Flat Rate	\$ 9.51	\$ 10.41	\$ 10.86	\$11.36	\$ 11.81			
Residential Message Rate Up to 30 Call Allowance	6.01	6.91	7.00	7.00	7.00			
Per Call, past the 30 Call Allowance	0.10	0.10	0.10	0.10	0.10			
Residential * Rotary, Flat	13.78	14.68	15.13	15.63	16.08			
Business, Flat	23.95	26.25	27.45	28.70	29.90			
Business Message Rate	17.67	17.67	17.67	17.67	17.67			
and ner call	0.10	0.10	0.10	0.10	0.10			

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# 3.6 Z-Tel Local Exchange Services, Cont'd.

# 3.6.4 Monthly Recurring Charges, Cont'd.

.3 Sprint-Centel ("Centel") Areas - Rate Groups 1-6

Service Type	Rate Groups 1-6							
	1	2	3	4	5	6		
Residential Flat Rate	\$ 7.40	\$ 7.85	\$ 8.25	\$ 8.70	\$ 9.15	\$ 9.65		
Residential Message Rate Up to 30 Call Allowance	3.00	3.00	3.00	3.00	3.00	3.00		
Per Cail, past the 30 Cail Allowance	0.10	0.10	0.10	0.10	0.10	0.10		
Residential Rotary, Flat Rate	11.10	11.75	12.40	13.00	13.75	14.50		
Business, Flat Rate	16.65	17.65	18.55	19.60	20.60	21.75		
Business Message Rate	N/A	N/A	N/A	N/A	N/A	N/A		

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# 3.6 Z-Tel Local Exchange Services, Cont'd.

#### 3.6.4 Monthly Recurring Charges, Cont'd.

.4 Sprint-United Telephone ("UTF") Areas - Rate Groups 1-6

Service Type	Rate Groups 1-6							
	1	2	3	4	5	6		
Residential Flat Rate	\$ 6.47	\$ 7.22	\$ 7.98	\$ 8.73	\$ 9.48	\$ 10.23		
Residential Message Rate Up to 30 Call Allowance	3.00	3.00	3.00	3.00	3.00	3.00		
Per Call, past the 30 Call Allowance	0.10	0.10	0.10	0.10	0.10	0.10		
Residential Rotary, Flat Rate	9.98	11.19	12.34	13.49	14.65	15.85		
Business, Flat Rate	15.20	16.96	18.71	20.47	22.28	24.03		
Business Message Rate	N/A	N/A	N/A	N/A	N/A	N/A		

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# 3.6 Z-Tel Local Exchange Services, Cont'd.

# 3.6.5 Monthly Rocurring Charges, Cont'd.

# (A) Residential Service, per line

	Incumbent Local Exchange Area						
	Bell	GTE	Centel	UTF			
Touch Tone	\$ n/c	\$ n/c	\$1.00	\$1.00			
FCC Charge	\$3.50	\$3.50	\$3.50	\$ 3.50			
Hearing and Speech Surcharge	0.12	0.12	\$0.12	\$0.12			

#### (B) Business Service, per line

	Incumbent Local Exchange Area					
	Bell	GTE	Centel	UTF		
Touch Tone	n/c	n/c	\$1.00	\$1.00		
FCC Charge	\$3.50	\$3.50	\$3.50	\$3.50		
Hearing and Speech Surcharge	0.12	\$0.12	\$0.12	\$0.12		

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#### 3.6 Z-Tel Local Exchange Services, Cont'd.

#### 3.6.6 Nonrecurring Charges

#### (A) Residential Service, per line

	Incum	nent Loca	<u>l Exchan</u>	es Area
Besic Line	<u>Bell</u> \$55.00	<b>GTE</b> \$55.00	<u>Centel</u> \$50.00	\$50.00
Second Line, same order as basic	12.00	55.00	30.00	30.00
Second Line, added later	40.00	55.00	50.00	50.00
Premise Visit trip charge				
- 1st 15 minutes	25.00	35.00*	21.00	10.00
- Each Additional 15 minutes	9.00	n/c	30.00	12.00
Telephone Number change	23.00	20.00	9.50	9.50
Restore Service	23.00	36.00	15.00	15.00
Trouble Location	35.00	35.00	35.00	35.00
Primary IXC change	1.49	5.00	4.80	4.80

#### (B) Business Service, per line

	Incumpent Local Exchange Area				
	<u>Bell</u>	GTE	<u>Centel</u>	UTF	
Besic Line	\$56.00	\$68.90	\$65.00	\$60.00	
Second Line, same order as basic	12.00	68.90	35.00	35.00	
Second Line, added later	56.00	68.90	65.00	60.00	
Premise Visit trip charge					
- 1st 15 minutes	28.00	35.00*	21.00	10.00	
- Each Additional 15 minutes	9.00	n/c	30.00	12.00	
Telephone Number change	38.00	23.00	11.50	11.50	
Restore Service	38.00	36.00	15.00	20.00	
Trouble Location	35.00	35.00	35.00	35.00	
Primary IXC change	1.49	5.00	4.80	4.80	

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 The premise visit charge is \$35.00 and is not variable upon the duration of the visit.

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#### 3.6 Z-Tel Local Exchange Services, Cont'd.

#### 3.6.7 Extended Area Dialing Plans

Extended Area Dialing Plans allow Customers to extend their basic exchange service to include adjacent exchanges within a certain mile radius to be included on a calling plan.

.1 Extended Calling Service (ECS) provides usage based pricing for Customer dialed or operator assisted calls to selected exchanges within the Customer's LATA. Per message charges are billed in one (1) minute increments and fractional minutes are rounded up to the nearest whole minute. Specific available routes are found in BellSouth's General Subscriber Service Tariff Section A3, GTE's General Services Tariff, and Sprint-Florida, Inc.'s General Exchange Tariff Section A3. The charges for this service are as follows:

	Incumbent Local Exchange Area					
	Bell	GTE	Centel	UTF		
Residential - per message charge	\$0.25	\$0.25	\$0.20	\$0.25		
Residential - per minute charge	n/c	n/c	n/c	n/c		
Business - per minute, 1st minute	\$0.10	\$0.06	\$0.10	\$0.10		
Business - per minute, add'l minute	\$0.06	\$0.06	\$0.06	\$0.06		
Business - per message charge	n/c	\$0.04	n/c	n/c		

.2 Optional Extended Local Calling (OELC) permits exchange Customers to place and receive unlimited toll-free calls to and from the selected exchange which is outside the Customer's normal local calling area for a flat monthly rate in addition to the applicable monthly local exchange rate. Customers who subscribe to OELC are entitled to one listing in the selected exchange directory at no charge. The directory listing will contain sufficient wording in each exchange's directory to advise callers that the OELC Customer can be called toll-free. Specific available routes and calling plan rates are found in BellSouth's General Subscriber Service Tariff Section A3 and Sprint-Florida, Inc.'s General Exchange Tariff Section A3. OELC is not a service offering in GTE service territory.

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#### 3.7 Custom Calling Features

Customers of the Company may obtain central office based functions which are auxiliary to call processing. The availability of these features are dependent upon the central office which services the Customer's location. All features are provided subject to availability. Features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

#### 3.7.1 Residential Service

#### Monthly Recurring Charges:

	Incumbent Local Exchange Are				
Feature ·	Bell	GTE	Centel	UTF	
Call Forwarding	\$3.00	\$2.50	\$3.00	\$3.00	
Call Forwarding Busy Line - Fixed	\$1.00		\$1.00	\$1.00	
Call Forwarding Don't Answer - Fixed	\$1.00		\$1.00	\$1.00	
Call Forward with Remote Activation	\$5.20		\$1.75	\$1.75	
Call Forwarding Busy Line - Cust. Contrl.	\$3.00		\$1.00	\$1.00	
Call Forwarding Don't Answer - Cust. Contrl.	\$3.00	0-0	\$1.00	\$1.00	
Three Way Calling, per line	\$4.00	\$3.50	\$3.00	\$3.00	
Three Way Calling, per use	\$0.75	\$0.75	\$0.75	\$0.75	
Call Waiting	\$4.10	-	\$4.00	\$4.00	
Speed Dialing (8 code)	\$2.00	\$2.50	\$2.00	\$2.00	
Speed Dialing (30 code)	\$3.00	\$3.50	n/a	n/a	

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# 3.7 Custom Calling Features, Cont'd.

#### 3.7.2 Business Service

# Monthly Recurring Charges:

	Incus	al Exchan	Exchange Area	
Feature	Bell	GTE	Centel	UTP
Call Forwarding	\$4.00	\$4.00	\$4.50	\$4.50
Call Forwarding Busy Line - Fixed	\$3.25	**	\$1.00	\$1.00
Call Forwarding Don't Answer - Fixed	\$3.25		\$1.00	\$1.00
Call Forward with Remote Activation	\$9.00	-	\$2.50	\$2.50
Call Forwarding Busy Line - Cust. Contrl.	\$6.25	••	\$1.00	\$1.00
Call Forwarding Don't Answer - Cust. Contrl.	\$6.25		\$1.00	\$1.00
Three Way Calling, per line	\$4.00	\$4.00	\$4.00	\$4.00
Three Way Calling, per use	\$0.75	\$0.75	\$0.75	\$0.75
Call Waiting	\$5.80	\$5.00	\$5.00	\$5.00
Speed Dialing (8 code)	\$3.00	\$2.50	\$3.00	\$3.00
Speed Dialing (30 code)	\$5.00	\$3.50	n/a	n/a

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#### 3.8 Advanced Custom Calling Services

Advanced Custom Calling Services provided for in this Section are provided to Customers served by appropriately equipped electronic central offices. A feature cannot e successfully activated unless both the called and calling parties are served by, and the call is routed through, appropriately equipped electronic central offices.

Variations in central office equipment and the activation of other central office features by the called or calling party may cause differences in the availability and / or operation of individual features.

#### 3.8.1 Residential Service

#### Monthly Recurring Charges:

	Incumbent Local Exchange Are				
Feature	Bell	GTE	Centel	UTF	
Call Return, per line	\$4.00	\$5.00	\$4.00	\$4.00	
Call Return, per activation	\$0.75	\$0.75	\$0.75	\$0.75	
Repeat Dialing, per line	\$4.00	\$5.00	\$3.00	\$3.00	
Repeat Dialing, per activation	\$0.75	\$0.75	\$0.75	\$0.75	
Call Block	\$4.00	\$3.00	\$3.00	\$3.00	
Call Selector/VIP Alert	\$4.00	\$3.00	\$3.00	\$3.00	
Call Trace, per line	\$4.00	\$5.00	n/a	n/a	
Call Trace, per successful activation	\$3.50	\$3.50	\$4.00	\$4.00	
Caller ID - Number	\$6.00	\$7.00	\$7.00	\$7.00	
Caller ID - Name and Number	\$7.50	\$7.95	\$7.50	\$7.50	
Anonymous Call Rejection	\$3.60	\$1.00	\$4.00	\$4.00	

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# 3.8 Advanced Custom Calling Services, Cout'd.

#### 3.8.2 Business Service

# Monthly Rocurring Charges:

	Incumbent Local Exchange Area					
Teature	Bell	GTE	Centel	UTF		
Call Return, per line	\$5.00	\$6.00	\$4.50	\$4.50		
Call Return, per activation	\$0.75	\$0.75	\$0.75	\$0.75		
Repeat Dialing, per line	\$4.50	\$6.00	\$3.50	\$3.50		
Repeat Dialing, per activation	\$0.75	\$0.75	\$0.75	\$0.75		
Cell Block	\$4.50	\$4.00	\$3.50	\$3.50		
Call Selector/VIP Alert	\$4.50	\$4.00	\$3.50	\$3.50		
Call Trace, per line	\$5.00	\$6.00	n/a	n/a		
Call Trace, per successful activation	\$3.50	\$3.50	\$4.00	\$4.00		
Caller ID - Number	\$10.00	\$10.00	\$10.00	\$10.00		
Caller ID - Name and Number	\$9.99	\$11.50	\$10.00	\$10.00		
Anonymous Call Rejection	\$4.00	\$1.00	\$4.00	\$4.00		

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# SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

# 3.9 Remote Call Forwarding

the applicable charges for the forwarded portion of the call. This service is offered subject to availability of suitable facilities. telephone number in one exchange is automatically forwarded by the Company's central office equipment to another station designated by the RCF Customer. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays Remote Call Forwarding (RCF) is a service whereby a call placed from a station to an RCF

capability. RCF is not offered where the terminating station line services a pay telephone. RCF is not suitable for satisfactory transmission of data. One directory listing in the Alphabetical Directory Customer. Service is only available where the terminating station line has incoming-call dial The Comp is provided without charge. my does not guarantee identification of the originating telephone number to the RCF

No assurance can be given that transmission will be fully satisfactory during operation of RCF. In the event of poor transmission, the liability of the Company will not exceed the amount of the applicable charge, if any for the call.

calling area within the same county, or are within an Extended Area Service arrangement as provided for local calling on an interexchange basis in those instances where the exchange serving specified in this tariff. the RCF telephone number and the exchange serving the terminating station have the identical local termineting station are both located in the same exchange. Further, Remote Call Forwarding will be Remote Call Forwarding will be provided for local calling where the RCF telephone number and the

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#### 3.9 Remote Call Forwarding, Cont'd.

#### 3.9.1 Rates and Charges

The following charges are for the RCF feature only and are in addition to applicable charges for the service with which it is used. Appropriate message charges apply. Service Ordering and Line Connection charges apply.

#### .1 BellSouth Area

0
0
0

#### 1 GTE Area

	Monthly Rate
Per feature arranged for other than local calling	\$ 16.00
Per feature arranged for local calling	\$ 16.00
Per additional access facility	\$ 16.00

#### 3 Sprint - Centel Telephone Area

	Monthly Rate
Per feature	\$ 17.60

#### .4 Sprint - United Telephone Area

	Monthly Kate
Per feature	\$ 23.00

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#### 3.10 Call Screening Service

Call Screening enables Customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. Customers may block originating 1+, 101XXXX 1+, 10XXX 1+, 976 and 900 service calls. Additionally, specific acreening information from the originating line is sent to the operator to prevent operator assisted calls from being billed to the Customer's line.

Service is furnished only where facilities permit.

Subscribing to this service does not relieve Customers of responsibility for calls charged to their numbers.

The codes shown for this service are not to be considered all inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company.

#### 3.10.1 Rates and Charges

.1	Bell South Area	Business	Residential
	Monthly Per Line	\$1.50	\$1.50
.2	GTE Area		
	Monthly Per Line	\$3.75	\$2.50
	Nonrecurring Charge	\$10.00	\$10.00
.3	Centel Area		
	Monthly Per Line	\$3.75	\$2.50
	Nonrecurring Charge	\$10.00	\$10.00
A	UTF Area		
	Monthly Per Line	\$3.75	\$2.50
	Nonrecurring Charge	\$10.00	\$10.00

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#### 3.11 Message Tell and Operator Service

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any intraLATA central office exchanges, areas, and zones outcide of the Customer's Local Calling Area...

#### 3.11.1 Usage Rates

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

#### 3.11.2 Operator Assisted Toll

#### A. Per Call Service Charge

In addition to applicable usage charges, a service charge applies to each call completed with operator assistance. When more than one service charge would apply, only the greater charge is applied.

# B. Operator Dialed Surcharge

Station-to-station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating telephone number.

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Tampa, Florida 33602

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#### 3.11 Monage Tell and Operator Service, Cont'd.

#### 3.11.3 Rates and Charges - BellSouth Area

#### .1 Residence Usage Rates

	Pe	ak	Off-Peak		
Mileage Band	lst 6 sec.	Addi. 6 sec	1 st 6 sec.	Add'i. 6 sec	
0-10	\$0.0210	\$0.0210	\$0.0126	\$0.0126	
11-22	\$0.0210	\$0.0210	\$0.0126	\$0.0126	
23-55	\$0.0210	\$0.0210	\$0.0126	\$0.0126	
56-124	\$0.0210	\$0.0210	\$0.0126	\$0.0126	
125-292	\$0.0210	\$0.0210	\$0.0126	\$0.0126	

#### .2 Business Usago Rates

	Pe	ak	Off-	Peak
Miloago Band	lst 6 sec.	Add'l. 6 sec	ist 6 sec.	Add'l. 6 sec
0-10	\$0.0249	\$0.0249	\$0.0149	\$0.0149
11-22	\$0.0249	\$0.0249	\$0.0149	\$0.0149
23-55	\$0.0249	\$0.0249	\$0.0149	\$0.0149
56-124	\$0.0249	\$0.0249	\$0.0149	\$0.0149
125-292	\$0.0249	\$0.0249	\$0.0149	\$0.0149

#### 3 Operator Assisted Charges

Per Call Service Charges:

Station-to-Station

Dial Calling Card \$0.75 Operator Assisted \$1.26

Person-to-Person \$2.98

Operator Dialed Surcharge \$0.60

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#### 3.11 Message Toll and Operator Service, Cont'd.

#### 3.11.4 Rates and Charges - GTE Area

#### .1 Residence Usage Rates

-h	Pe	ak	Off-	ff-Peak	
Mileage Band	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec	
0-10	\$0.0190	\$0.0190	\$0.0110	\$0.0110	
11-22	\$0.0190	\$0.0190	\$0.0110	\$0.0110	
23-55	\$0.0190	\$0.0190	\$0.0110	\$0.0110	
56-124	\$0.0190	\$0.0190	\$0.0110	\$0.0110	

#### .2 Business Usage Rates

	Pe	ak	Off-Peal		
Mileage Band	lst 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec	
0-10	\$0.0190	\$0.0190	\$0.0110	\$0.0110	
11-22	\$0.0190	\$0.0190	\$0.0110	\$0.0110	
23-55	\$0.0190				
56-124	\$0.0190	\$0.0190	\$0.0110	\$0.0110	

#### .3 Operator Assisted Charges

Per Call Service Charges:

Station-to-Station

Dial Calling Card \$0.75 Operator Assisted \$1.50

Person-to-Person \$3.00

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# 3.11 Memage Toll and Operator Service, Cont'd.

#### 3.11.5 Rates and Charges - United Telephone Area

#### .1 Residence Usage Rates

Mileage Band	D	ву	Evening		Night/Weekend	
	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec	lst 6 sec.	Add'i. 6 sec
0-10	\$0.0240	\$0.0010	\$0.0204	\$0.0009	\$0.0144	\$0.0006
11-22	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
23-55	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
56-124	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
125-292	30.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126

#### .3 Business Usage Rates

Mileage Band	D	ay	Evening		Night/Weekend	
	1st 6 sec.	Add'l. 6 sec	lst 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0240	\$0.0010	\$0.0204	\$0.0009	\$0.0144	\$0.0006
11-22	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
23-55	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
56-124	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
125-292	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126

#### 3 Operator Assisted Charges

Per Call Service Charges:

Station-to-Station

Dial Calling Card

Operator Assisted \$1.10

Person-to-Person

\$2.50

\$0.90

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# 3.11 Message Toll and Operator Service, Coat'd.

# 3.11.6 Rates and Charges - Centel Telephone Area

#### .1 Residence Usage Rates

Mileage Band	D	ey	Evening		Night/Weekend	
	lat 6 sec.	Add'i.	lat 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0170	\$0.0070	\$0.0145	\$0.0060	\$0.0102	\$0.0042
11-22	\$0.0180	\$0.0140	\$0.0153	\$0.0119	\$0.0108	\$0.0084
23-55	\$0.0240					\$0.0120
56-124	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120
125-292	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120

#### 2 Business Usage Rates

Mileage Band	Day		Evening		Night/Weekend	
	lst 6 sec.	Add'l. 6 sec	lst 6 sec.	Add'l. 6 sec	lst 6 sec.	Add'l. 6 sec
0-10	\$0.0170	\$0.0070	\$0.0145	\$0.0060	\$0.0102	\$0.0042
11-22	\$0.0180	\$0.0140	\$0.0153	\$0.0119	\$0.0108	\$0.0084
23-55	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120
56-124	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120
125-292	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120

#### .3 Operator Assisted Charges

# Per Call Service Charges:

Station-to-Station

Dial Calling Card \$0.90 Operator Assisted \$1.10

Person-to-Person \$2.50

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#### SECTION 4 - MISCELLANEOUS SERVICES

#### 4.1 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 is the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

#### 4.1.1 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.

#### 4.1.2 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.

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#### 4.1 Listing Services, Cont'd.

#### 4.1.3 Rates and Charges

#### .1 Residential

	Incumbent Local Exchange Area				
	Beli	GTE	Contol	UTF	
Non-Published Number, per line	\$1.65	\$2.00	\$2.30	\$2.30	
Non-Listed Number, per line	\$0.70	\$1.10	\$0.95	\$0.95	
Additional Listing, per listing	\$1.20	\$0.95	\$1.25	\$1.25	

# 2 Business

	Incumbent Local Exchange Area			
	Bell	GTE	Centel	UTF
Non-Published Number, per line	\$1.65	\$2.00	\$2.30	\$2.30
Non-Listed Number, per line	\$0.70	\$1.10	\$0.95	\$0.95
Additional Listing, per listing	\$1.20	\$1.25	\$1.25	\$1.25

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#### 4.2 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. Residential and Business Customer will receive three (3) free directory assistance calls during each billing cycle. No credit will be given for any unused portion of the customer's allowance. No credit will be given for requested telephone numbers that are not found in the directory. Customers may reach Directory Assistance by dialing direct or by having the call billed to a calling card or third number.

#### 4.2.1 Rates and Charges

.1 Within the local calling area for the originating line

Incumbent Local Exchange Area
Bell GTE Centel UTF
Directory Assistance, per call \$0.25 \$0.40 \$0.45 \$0.45

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#### 4.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent. 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 call surcharge.

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#### 4.4 Discounts for Hearing Impaired Customers

Intrastate toll message rates for a telecommunications devise for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

# 4.5 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Z-Tel will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

#### 4.6 Directory Assistance

There shall be no charge for the first 50 directory assistance calls made per billing cycle for lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 calls within a billing cycle.

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