

ORIGINAL

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May 25, 1999

VIA HAND DELIVERY

Blanca S. Bayo, Director
Florida Public Service Commission
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

RECEIVED-FPSC
09 MAY 25 PM 3:59
RECORDS AND
REPORTING

Re: Docket No. ~~990650-TI~~

990651

Dear Ms. Bayo:

Enclosed are the original and six copies of P.V. Tel's Florida Price List for filing in the above docket.

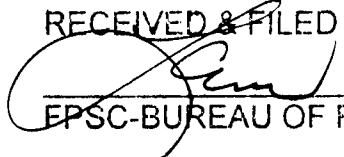
Please acknowledge receipt of the above on the extra copy enclosed herein and return it to me. Thank you for your assistance.

Sincerely,

Vicki Gordon Kaufman
Vicki Gordon Kaufman

VGK/pr
Encls.

cc: Bill Byrd (w/o encls.)
Michael Bressman (w/o encls.)

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EPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE
06571 MAY 25 99
FPSC-RECORDS/REPORTING

TITLE SHEET

P.V. TEL OF FLORIDA, LLC

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by PV TEL of FLORIDA, LLC, with principal offices at 1999 E. Stone Drive, Suite 4B Kingsport, Tenn. 37664. This price list applies for services furnished 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:

Joseph T. Buck III
President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37660

Effective:

CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

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CHECK SHEET (CONT'D)

Sheet Revision

26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original
49	Original
50	Original

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CHECK SHEET (CONT'D)

<u>Sheet</u>	<u>Revision</u>
51	Original
52	Original
53	Original
54	Original
55	Original
56	Original
57	Original
58	Original
59	Original
60	Original
61	Original
62	Original
63	Original
64	Original
65	Original
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68	Original
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70	Original
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72	Original
73	Original
74	Original
75	Original
76	Original
77	Original
78	Original
79	Original

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CHECK SHEET (CONT'D)

<u>Sheet</u>	<u>Revisions</u>
80	Original
81	Original
82	Original
83	Original
84	Original
85	Original
86	Original
87	Original

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SYMBOLS SHEET

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

The following symbols shall be used in this price list for the purpose indicated below:

- D - Delete or discontinue
- I - Change resulting in an increase to a customer's bill
- M - Moved from 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 SHEETS

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

- B. SHEET REVISION NUMBERS – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

- C. PARAGRAPH NUMBERING SEQUENCE – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

- D. CHECK SHEETS – When a 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 pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FPSC.

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EXCHANGE SERVICE LIST

The rates specified in Section 3.1.2 entitle the Subscriber to local messages to all CO Access Lines bearing the central office designations as shown below:

<u>EXCHANGES</u>	<u>Exchanges included in calling areas</u>
CLEARWATER	St. Petersburg, Tampa-West, Tarpon Springs
COCOA	Cocoa Beach, Eau Gallie, Melbourne, Titusville
DAYTONA BEACH	New Smyrna Beach
FT. LAUDERDALE	Coral Springs, Deerfield Beach, Hollywood, Pompano Beach
FT. MYERS	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres, Sanibel-Captiva Islands.
LAKELAND	Bartow, Mulberry, Plant City, Polk City, Winter Haven
GAINESVILLE	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry, Waldo
HOLLYWOOD	Ft. Lauderdale and North Dade
JACKSONVILLE	Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg, Orange Park, Ponte Verdra, Julington

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EXCHANGE SERVICE LIST (CONTINUED)

<u>EXCHANGES</u>	<u>Exchanges included in calling areas</u>
MELBORUNE	Cocoa, Cocoa Beach, Eau Gallie, Sebastian
MIAMI	Homestead, North Dade, Perrine
NAPLES	Marco Island and North Naples
NORTH DADE	Hollywood, Miami, Perrine
OCALA	Bellevue, Citra, Dunnellon, Forest, Lady Lake, McIntosh, Oklawaha, Orange Springs, Salt Springs, Silver Springs Shores
ORLANDO	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, Oviedo-Winter Springs
PANAMA CITY	Lynn Haven, Panama City Beach, Youngstown-Fountain, Tyndall AFB
PENSACOLA	Cantonment, Gulf Breeze, Milton, Holley-Navarre, Pace
POMPANO BEACH	Boca Raton, Coral Springs, Deerfield Beach, Ft. Lauderdale
SARASOTA	Bradenton, Myakka, Venice
ST. PETERSBURG	Clearwater
TALLAHASSEE	Crawfordville, Havana, Monticello, Panacea, Sopchoppy, St. Marks

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EXCHANGE SERVICE LIST

EXCHANGES

Exchanges included in calling areas

TAMPA

Central: None, East: Plant City, North:
Zephyrhills, South: Palmetto, West:
Clearwater

TITUSVILLE:

Cocoa and Cocoa Beach

WEST PALM BEACH

Boynton Beach and Jupiter

WINTER PARK

Apopka, East Orange, Lake Buena
Vista, Oviedo, Windermere, Winter
Garden, Winter Park, Montverde,
Reedy Creek, Oviedo-Winter Springs

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1. Definitions

Certain terms used generally throughout this price list are defined below.

Access Line: An arrangement which connects the customer's location to a PV TEL, Inc. network switching center.

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

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

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

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

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

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On-Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1 . Definitions (Cont'd)

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

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

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company or Carrier: P.V. TEL OF FLORIDA, LLC, a Florida limited liability company, which is the issuer of this price list.

Conference/Six-Way : The User can sequentially call up to five other people and add them together to make up a six-way call.

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

Customer Group dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

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

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

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1 . Definitions (Cont'd)

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

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

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

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

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

Holidays: PV TEL, Inc.'s recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Ground Hog Day, St. Patrick's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

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

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

Interim Local Number Portability (ILNP) (via Remote Call Forwarding (RC)): Remote Call Forwarding allows a Local Line Customer to retain its existing Local Exchange Carrier telephone number by using this feature to port its telephone number to MCI Local Service. Monthly charges will apply per telephone number. A number of paths can be associated with this number to permit multiple simultaneous calls to be received. A maximum of 99 paths can be associated with a single ported number.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1 . Definitions (Cont'd)

IntraLATA Toll: A local exchange carrier provided service providing one-way and/or two-way telecommunications and features between points and places within a local access transport area, but outside the local calling area. Customers will access the service by dialing 1 + the number being called and will be charged a toll rate or price for the service.

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

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

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

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

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

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

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

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1. Definitions (Cont'd)

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

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

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

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

Presubscription - 2: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

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

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

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

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1. Definitions (Cont'd)

Services: The Company's telecommunications services offered on the Company's network.

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

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

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

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

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

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2.1 Undertaking of the Company

2. 1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way transmission between points within the Commonwealth of Florida under the terms of this price list.

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

2.1.2 Shortage of Equipment or Facilities

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

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

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

- 2. Regulations (Cont'd)
- 2.1 Undertaking of the Company (Cont'd)
 - 2.1.3 Terms and Conditions
 - 2.1.3.A Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.
 - 2.1.3.B Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list.
 - 2.1.3.C At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
 - 2.1.3.D This price list shall be interpreted and governed by the laws of the State of Florida without regard for the State's choice of laws provisions.
 - 2.1.3.E Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.G The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.H below.

2.1.3.H The Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA2. Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company

2.1.4.A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.C The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.D The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

2.1.4.E The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.F The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.G Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.H Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this price list, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and
- patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others
- all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.

2.1.4.I The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.J The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.K The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for IP damages which result from the operation of Customer provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.4.L The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence. condition, locations or use of service furnished by the Company at such locations.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.M The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.N With respect to Emergency Number 911 Service:

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

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

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.O The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.1.4.P In conjunction with a nonpublished telephone number, as described in Section 3.4.5.C, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.Q When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this price list, Customer acknowledges and agrees with the release of information as described above.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.R In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

2.1.4.S The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5 Notification of Service-Affecting Activities

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

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

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

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

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

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.D The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

2.1.6.D.1 the transmission of signals by Customer provided equipment, or for the quality of, or defects in, such transmission; or

2.1.6.D.2 the reception of signals by Customer provided equipment; or

2.1.6.D.3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

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

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Ownership of Facilities

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

2.2 Prohibited Uses

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

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

2.3.1.A The payment of all applicable charges pursuant to this price list;

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

2.3.1.B reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated to the Company's right of recovery of damages to the extent of such payment.

2.3.1.C providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

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

2.3.1.F complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

2.3.1.G not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

2.3.1.H making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

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

2.3.2.A any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.3.2.B any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Continued)

2.4.1 General

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

2.4.2 Station Equipment

2.4.2.A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

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

2.4.3 Interconnection of Facilities

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

2.4.3.B Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.

2.4.3.C Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

2.4.4.A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

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2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

2.5.1.A Taxes: The Customer is responsible for the payment of local, state and federal taxes. Services may be terminated, pursuant to Section 2.5.6.A, for failure to pay any taxes billed to the customer as a separate charge on the customer's bill. Any taxes imposed by a local jurisdiction (e.g, County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 2.5.2.A All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.
- 2.5.2.B The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
- 2.5.2.C For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. or this purpose, every month is considered to have 30 days.
- 2.5.2.D Amounts not paid within 30 days after the date of invoice are considered past due.
- 2.5.2.E A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Agency's rules of procedure.

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

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

2.5.4 Advance Payments

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

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

2.5.5.A Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

2.5.5.A.1 two month's charges for a service or facility which has a minimum payment period of one month; or

2.5.5.A.2 the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.B A deposit may be required in addition to an advance payment.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (Cont'd)

2.5.5.C When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.D Deposits held for business customers will accrue interest at the rate provided by the rules and regulations of the Florida Public Service Commission. The Company credits interest to the customer annually, or upon termination of the service, or upon return of the deposit.

2.5.6 Discontinuance of Service

2.5.6.A Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.6.B Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.C Upon nonpayment of any amounts owing to the Company by pre-paid local service customers, the Company may, without giving prior written notice to the Customer, discontinue or suspend service without incurring any liability.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- 2.5.6.D Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.E Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.F Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.6.G The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
- 2.5.6.H Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.H (2.5.6.H.1-2.5.6.H.7) if:

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.H (Cont'd)

2.5.6.H.1 The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

2.5.6.H.2 The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

2.5.6.H.3 The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

2.5.6.H.4 The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service by:

2.5.6.H.4 (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list; or

2.5.6.H.4 (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

2.5.6.H.4 (c) Any other fraudulent means or devices; or

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.H.4 (d) Use of service in such a manner as to interfere with the service of other users; or

2.5.6.H.4 (e) Use of service for unlawful purposes.

2.5.6.H.5 Immediately, upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due;

2.5.6.H.6 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.H.7 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that ten (10) day period; or

2.5.6.I The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.J Upon the Company's discontinuance of service to the Customer under Section 2.5.6.A or 2.5.6.B, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list.

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SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA2. Regulations (Cont'd)2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's price lists. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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

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2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- 2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of Company;
- 2.6.2.B interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 2.6.2.C interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.G interruption of service due to circumstances or causes beyond the control of the Company.

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2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

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

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.A Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.B Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.C The special charges described in 2.7.1.A and 2.7.1.B will be calculated and applied on a case-by-case basis.

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2. Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 Cancellation of Service by the Customer

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

2.7.2.A all Non-Recurring Service Charges reasonably expended by Company to establish service to Customer, plus

2.7.2.B any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

2.7.2.C all Recurring Charges specified in the applicable price list for the balance of the then current term.

2.8 Transfer and Assignments

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

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2. Regulations (Cont'd)

2.9 Notices and Communications

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

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions

3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling; (except pre-paid services)
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telephone Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

Pre-paid local services are intended to provide credit challenged Residential users the opportunity to be provided local dial-tone services. Services are pre-paid in advance and terminated either at the request of the customer or upon non-payment of services.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)

3.1.1 Service Area: Where facilities are available, service areas are defined by the following Exchange designations:

<u>Exchange</u>	<u>Rate Group</u>	<u>Available Service Types</u>		
		<u>Flat Rate</u>	<u>Local Measured</u>	<u>Pre-paid</u>
MIAMI	1	Y	Y	Y
FT. LAUDERDALE	1	Y	Y	Y
NORTH DADE	1	Y	Y	Y
HOLLYWOOD	1	Y	Y	Y
FT. MYERS	2	Y	Y	Y
NAPLES	2	Y	Y	Y
SARASTOA	2	Y	Y	Y
JACKSONVILLE	3	Y	Y	Y
WEST PALM BEACH	4	Y	Y	Y
POMPANO BEACH	4	Y	Y	Y
TITUSVILLE	4	Y	Y	Y
COCOA	4	Y	Y	Y
MELBOURNE	4	Y	Y	Y
GAINESVILLE	5	Y	Y	Y
TAMPA	6	Y	Y	Y
CLEARWATER	6	Y	Y	Y
ST. PETERSBURG	6	Y	Y	Y
PENSACOLA	7	Y	Y	Y
TALLAHASSEE	7	Y	Y	Y
PANAMA CITY	7	Y	Y	Y
OCALA	8	Y	Y	Y
ORLANDO	8	Y	Y	Y
WINTER PARK	8	Y	Y	Y
LAKE LAND	8	Y	Y	Y
DAYTONA	9	Y	Y	Y

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3. 1. 1. Service Area (Cont'd)

3.1.1.A Local Calling Areas: Exchanges and zones included in the local calling area for each of the NXX designations are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.A Standard Features: Each Local Line Customer is provided with the following standard features:

Automatic Dial 1/
Digit Display 1/
Group Intercom 1/
Intercom 1/
Key Short Hunt 1/
Last Number Redial 1/
Multiple Appearance Directory Numbers I/
Privacy Release 1/
Query Time & Date 1/

1/ These features are only available in conjunction with Customer-owned Electronic Business Sets.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line

3.1.2.B Optional Features: A Local Line Customer may order the following optional features, at the rates specified in Section 3.1.2.C.3:

- Calling Number Delivery
- Calling Number Delivery Blocking
- Interim Local Number Portability (ILNP)
- Call Waiting (Standard or Enhanced)
- Call Forwarding
- Three Way Calling
- Distinctive Ringing
- Caller ID (Custom Calling Package only)

3.1.2.C Local Line Rates and Charges: A Local Line Customer will be charged applicable Service Charges, monthly Recurring Charges and usage charges (if required) as specified in Sections 3.1.2.C.1, 3.1.2.C.2 and 3.1.2.C.4, respectively.

1/ These features are only available in conjunction with Customer-owned Electronic Business Sets.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line

3.1.2.C Local Line Rates and Charges (Cont'd):

3.1.2.C.1 <u>Service Charges</u>	<u>Residence</u>	<u>Business</u>	<u>Pre-paid</u>
Service Ordering Charge (per line)	\$25.00	\$30.00	\$40.00
Account Setup (per account)	\$5.00	\$5.00	\$5.00
Local Access Line Charge (per line)	\$7.68	\$7.68	\$7.68
Account Changes Moves, Changes, Additions (per change order)	\$25.00	\$30.00	\$30.00
Account Changes (per billing record change)	\$5.00	\$5.00	\$5.00
Line Restoral Charge* (per line)	\$25.00	\$25.00	\$25.00

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

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.1 <u>Service Charges</u>	<u>Residence</u>	<u>Business</u>	<u>Pre-paid</u>
Suspension of Service Restoral Charge (per trunk)	\$25.00	\$25.00	\$25.00

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

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.2 Monthly Exchange Rates

Rate Group: 1
Exchange(s): Miami, Ft. Lauderdale, North Dade, Hollywood

<u>Business</u>	<u>Flat Rate</u>	<u>LMS</u>	
Basic Line	\$22.34	\$13.40	
Key Trunk	\$45.80	\$27.48	
PBX Trunk	\$45.80	\$27.48	
Touchtone	\$1.50	\$1.50	
Toll Terminals	\$22.34		
Rotary Line Svc	\$45.80	\$27.48	
Message "A"	\$16.76		
Message "B"	\$16.76		
Data Access Line	\$33.53	\$20.12	
Announcement Line	\$45.80		
Payphone Line		\$13.40	
<u>Residence</u>	<u>Flat Rate</u>	<u>LMS</u>	<u>Pre-Paid</u>
Private Line	\$8.58	\$5.14	\$40.00
Touchtone	\$1.50	\$1.50	\$1.50
Key Trunk	\$17.60	\$10.56	
Rotary Line Svc.	\$17.60	\$10.56	

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.2 Monthly Exchange Rates

Rate Group: 2
Exchange(s): Ft. Myers, Naples, Sarasota

<u>Business</u>	<u>Flat Rate</u>	<u>LMS</u>	
Basic Line	\$23.19	\$13.91	
Key Trunk	\$47.54	\$28.52	
PBX Trunk	\$47.54	\$28.52	
Touchtone	\$1.50	\$1.50	
Toll Terminals	\$23.19		
Rotary Line Svc	\$47.54	\$28.52	
Message "A"	\$17.39		
Message "B"	\$17.39		
Data Access Line	\$34.81	\$20.89	
Announcement Line		\$47.54	
Payphone Line		\$13.91	
<u>Residence</u>	<u>Flat Rate</u>	<u>LMS</u>	<u>Pre-paid</u>
Private Line	\$8.91	\$5.35	\$40.00
Touchtone	\$1.50	\$1.50	\$1.50
Key Trunk	\$18.27	\$10.96	
Rotary Line Svc.	\$18.27	\$10.96	

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3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.2 Monthly Exchange Rates

Rate Group: 3
Exchange(s): Jacksonville

<u>Business</u>	<u>Flat Rate</u>	<u>LMS</u>	
Basic Line	\$28.42	\$17.05	
Key Trunk	\$58.26	\$34.96	
PBX Trunk	\$58.26	\$34.96	
Touchtone	\$1.50	\$1.50	
Toll Terminals	\$28.42		
Rotary Line Svc	\$58.26	\$34.96	
Message "A"	\$21.31		
Message "B"	\$21.31		
Data Access Line	\$42.65	\$25.59	
Announcement Line	\$58.26		
Payphone Line		\$17.05	
<u>Residence</u>	<u>Flat Rate</u>	<u>LMS</u>	<u>Pre-paid</u>
Private Line	\$10.70	\$6.42	\$40.00
Touchtone	\$1.50	\$1.50	\$1.50
Key Trunk	\$21.94	\$13.16	
Rotary Line Svc.	\$21.94	\$13.16	

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3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.2 Monthly Exchange Rates

Rate Group: 4
Exchange(s): West Palm Beach, Pompano Beach,
Titusville, Cocoa, Melbourne

<u>Business</u>	<u>Flat Rate</u>	<u>LMS</u>	
Basic Line	\$29.63	\$17.78	
Key Trunk	\$60.75	\$36.45	
PBX Trunk	\$60.75	\$36.45	
Touchtone	\$1.50	\$1.50	
Toll Terminals	\$29.63		
Rotary Line Svc	\$60.75	\$36.45	
Message "A"	\$22.23		
Message "B"	\$22.23		
Data Access Line	\$44.47	\$26.68	
Announcement Line	\$60.75		
Payphone Line		\$17.78	
<u>Residence</u>	<u>Flat Rate</u>	<u>LMS</u>	<u>Pre-paid</u>
Private Line	\$11.21	\$6.73	\$40.00
Touchtone	\$1.50	\$1.50	\$1.50
Key Trunk	\$23.00	\$13.80	
Rotary Line Svc.	\$23.00	\$13.80	

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3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.2 Monthly Exchange Rates

Rate Group: 5
Exchange(s): Gainesville

<u>Business</u>	<u>Flat Rate</u>	<u>LMS</u>	
Basic Line	\$32.12	\$19.27	
Key Trunk	\$65.85	\$37.90	
PBX Trunk	\$65.85	\$37.90	
Touchtone	\$1.50	\$1.50	
Toll Terminals	\$32.12		
Rotary Line Svc	\$65.85	\$37.90	
Message "A"	\$24.09		
Message "B"	\$24.09		
Data Access Line	\$48.20	\$27.75	
Announcement Line	\$65.85		
Payphone Line		\$19.27	
<u>Residence</u>	<u>Flat Rate</u>	<u>LMS</u>	<u>Pre-paid</u>
Private Line	\$12.01	\$7.21	\$40.00
Touchtone	\$1.50	\$1.50	\$1.50
Key Trunk	\$24.64	\$14.78	
Rotary Line Svc.	\$24.64	\$14.78	

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3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.2 Monthly Exchange Rates

Rate Group: 6
Exchange(s): Tampa, Clearwater, St. Petersburg

<u>Business</u>	<u>Flat Rate</u>	<u>LMS</u>	
Basic Line	\$33.13	\$19.88	
Key Trunk	\$67.92	\$40.75	
PBX Trunk	\$67.92	\$40.75	
Touchtone	\$1.50	\$1.50	
Toll Terminals	\$33.13		
Rotary Line Svc	\$67.92	\$40.75	
Message "A"	\$24.85		
Message "B"	\$24.85		
Data Access Line	\$49.72	\$29.83	
Announcement Line	\$67.92		
Payphone Line		\$19.88	
<u>Residence</u>	<u>Flat Rate</u>	<u>LMS</u>	<u>Pre-paid</u>
Private Line	\$12.44	\$7.47	\$40.00
Touchtone	\$1.50	\$1.50	\$1.50
Key Trunk	\$25.52	\$15.31	
Rotary Line Svc.	\$25.52	\$15.31	

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3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.2 Monthly Exchange Rates

Rate Group: 7
Exchange(s): Tallahassee, Pensacola, Panama City

<u>Business</u>	<u>Flat Rate</u>	<u>LMS</u>	
Basic Line	\$34.09	\$20.45	
Key Trunk	\$69.89	\$41.93	
PBX Trunk	\$69.89	\$41.93	
Touchtone	\$1.50	\$1.50	
Toll Terminals	\$34.09		
Rotary Line Svc	\$69.89	\$41.93	
Message "A"	\$25.57		
Message "B"	\$25.57		
Data Access Line	\$51.14	\$30.68	
Announcement Line	\$69.89		
Payphone Line		\$20.45	
<u>Residence</u>	<u>Flat Rate</u>	<u>LMS</u>	<u>Pre-paid</u>
Private Line	\$12.77	\$7.66	\$40.00
Touchtone	\$1.50	\$1.50	\$1.50
Key Trunk	\$26.19	\$15.71	
Rotary Line Svc.	\$26.19	\$15.71	

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3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.2 Monthly Exchange Rates

Rate Group: 8
Exchange(s): Ocala, Orlando, Winter Park, Lake Land

<u>Business</u>	<u>Flat Rate</u>	<u>LMS</u>	
Basic Line	\$34.93	\$20.96	
Key Trunk	\$71.61	\$42.97	
PBX Trunk	\$71.61	\$42.97	
Touchtone	\$1.50	\$1.50	
Toll Terminals	\$34.93		
Rotary Line Svc	\$71.61	\$42.97	
Message "A"	\$26.20		
Message "B"	\$26.20		
Data Access Line	\$52.40	\$31.44	
Announcement Line	\$71.61		
Payphone Line		\$20.96	
<u>Residence</u>	<u>Flat Rate</u>	<u>LMS</u>	<u>Pre-paid</u>
Private Line	\$13.09	\$7.86	\$40.00
Touchtone	\$1.50	\$1.50	\$1.50
Key Trunk	\$26.85	\$16.11	
Rotary Line Svc.	\$26.85	\$16.11	

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.2 Monthly Exchange Rates

Rate Group: 9
Exchange(s): Daytona

<u>Business</u>	<u>Flat Rate</u>	<u>LMS</u>
Basic Line	\$39.70	
PBX Trunk	\$69.48	
DID Trunk	\$138.96	

<u>Residence (N)</u>	<u>Flat Rate</u>	<u>LMS</u>	<u>Pre-paid</u>
Private Line	\$13.09	\$7.86	\$40.00
Touchtone	\$1.50	\$1.50	\$1.50
Key Trunk	\$26.85	\$16.11	
Rotary Line Svc.	\$26.85	\$16.11	

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.C Local Line Rates and Charges (Cont'd)

3.1.2.C.3 Enhanced Features

<u>Feature/1</u>	<u>Residential Monthly Rate</u>	<u>Business Monthly Rate</u>
Interim Local Number Portability (ILNP)	\$5.00	\$5.00
Call Waiting - Standard (I)	\$3.00	\$3.90
Enhanced Call Waiting (I)	\$6.00	\$6.25
Call Forwarding (all) (I)	\$3.00	\$3.75
Three Way Calling* (I)	\$2.75	\$3.75
Distinctive Ringing	\$4.00	\$4.00
Caller ID w/or w/o Name (I)	\$8.00	\$8.00
Custom Package 1 (I) (includes enhanced call waiting, three way calling, basic call forwarding)	\$8.00	\$8.00
Custom Package 2 (I) (includes enhanced call waiting, return call three way calling)	\$9.00	\$9.00
Custom Package 3 (I) (includes three way calling, return call, basic call forwarding, repeat dialing)	\$11.00	\$11.00
Custom Package 4 (I) (includes three way calling, return call, basic call forwarding, repeat dialing, caller ID, speed dial (8) & call waiting ID)	\$14.50	\$14.50
Custom Package 5 (I) (includes enhanced call waiting, return call, call waiting ID & caller ID)	\$11.50	\$11.50

* Three way calling is usage sensitive. A charge of .75¢ per activation applies to all usage.
/1 Custom Calling Features are limited to areas served by central office facilities capable of providing the services. These features are not available on Centrex or Payphone lines.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.D Local Measured Service (LMS)

Applications and Regulations

3.1.2.D.1 As indicated for each exchange, customers will have the option to subscribing to LMS. LMS provides for measured calling to all points within the existing non-toll calling area. Billing for LMS consists of a regular monthly charge for unlimited incoming service and for access to the network as well as a charge for each local call completed. The local exchange access rate is billed in advance. The charges for each local call completed are billed in arrears.

3.1.2.D.2 All customer lines associated with a particular account must be arranged for LMS and equipped for outward calling. Group billing will be provided on rotary and PBX trunk lines.

3.1.2.D.3 Local usage charges will not apply to the Company Business Office, Repair Service, or for 911 emergency service as found in the local exchange telephone directory. Local calls to central office connecting facilities between Companies central office and other common carriers for toll network connection are exempt.

3.1.2.D.4 LMS will not be provided for foreign exchange, foreign central office, answering service lines, and paging services.

3.1.2.D.5 LMS will be offered only in locations where facilities are available to provide the service.

3.1.2.D.6 Fixed call forwarding cannot be provisioned on an LMS line.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.E Usage Rates

3.1.2.E.1) Usage charges that consider duration, distance, time of day and day of week are in addition to the basic line charges.

3.1.2.E.2 Timing of Local Messages - Chargeable time for calls begins when connection of call is established between the calling station and the called station. Chargeable time ends when the calling station “hangs up” , thereby releasing the network connection. If the called station “hangs up” but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network or by telephone operator intervention.

3.1.2.E.3 Rates for calls

Rates for calls within the existing non-toll calling area for Service Areas 1 - 8:

<u>Usage</u>	<u>1 MOU</u>	<u>Add'l MOU</u>
Exchange	.040¢	.020¢
0 - 10 miles	.040¢	.020¢
11 - 16 miles	.040¢	.020¢
Over 16 miles	.040¢	.020¢

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.E Usage Charges - cont'd)

3.1.2.E.4 Discounts - For calls placed in the below listed time periods within Service Areas 1 - 8, discounted charges will apply as described:

<u>Period</u>	<u>% discount</u>
Night (9p.m. - 9a.m.)	60%
Weekend (9p.m. Fri. - 9a.m. Mon)	60%

3.1.2.E.5 Additional Charges - The monthly rates for LMS do not include the provision of call billing detail. When call-billing detail is furnished, the following charges will apply. The customer must request a call billing detail at least 30 days in advance of the next bill for which the detail is desired.

Call billing detail showing all local calls placed from a customer's telephone, per call record	.010¢
Per telephone number per month	.75¢

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

3.1.2.F Extended Calling Community

3.1.2.F.1 Extended Calling Community is an optional service that permits measured time one-way calling to exchanges not in the Customer's local service area. ECC is furnished at rates and between exchanges as listed in 3.1.2.F.2 following and is subject to the regulations as specified for the Customer's related services.

3.1.2.F.2 The following rates apply to one-way ECC service to a selected measured time service area and are in addition to the basic local exchange service monthly rate in the subscriber's exchange as specified in Section 3.3 of this price list.

3.1.2.F.2.(a) Residence (one hour minimum per month charge).

<u>Subscribers Exchange</u>	<u>Terminating Exchange</u>	<u>First Hour</u>	<u>Each Addl. Minute</u>
Montgomery	Selma	\$3.10	.040¢
Birmingham	Bessemer	\$1.80	.020¢

* Note - ECC calling area is not provided to payphone, WATS(800/888) Service, originating Cellular or paging services, Foreign Exchange or Automatic Call Forwarding Services.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions (Cont'd)

3.2 Directory Assistance

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

Where authorized by law, the Company may charge for Directory Assistance as follows:

3.2.1 Customer is provided 6 free Directory Assistance calls per month (1-8). Each additional call to Directory Assistance will be charged as follows:

<u>Per Call</u>	<u>Service Areas</u>
.290¢	1 - 8
.300	9-11

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

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

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions (Cont'd)

3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3. 1, surcharges as specified in Section 3.3.1 will apply:

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

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

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

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

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

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions (Cont'd)

3.3 Operator Assistance (Cont'd)

3.3.1 Operator Assisted Surcharges: The following surcharges will be applied on a per call basis.

Third Number Billing	\$1.50
Calling Cards	\$0.70
Person to Person	\$3.00
Station to Station (Operator assisted)	\$1.50
General Assistance	N/C

3.3.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.3.2.A Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.2.B Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

Service Descriptions (Cont'd)

3.3 Operator Assistance (Cont'd)

3.3.2 Busy Line Verification and Interrupt Service (Cont'd):

3.3.2.C Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

3.3.2.C.1 The operator verifies that the line is busy with a call in progress.

3.3.2.C.2 The operator verifies that the line is available for incoming calls.

The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	<u>Per Request</u>
Busy Line Verification	\$1.10
Busy Line Interrupt	\$1.60

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions (Cont'd)

3.4 Directory Listings

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

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

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

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

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont'd)

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

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

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

3.4.5.B Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.5.I and 3.4.5.J.

3.4.5.C Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listings are specified in Section 3.4.5.I and 3.4.5.J

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions (Cont'd)

3.4 Directory- Listings (cont'd)

- 3.4.5.D Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Rates for Nonlisted Listings are specified in Section 3.4.5.I and 3.4.5. J.
- 3.4.5.E Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the price list published by the specific exchange carrier providing the Foreign Listing.
- 3.4.5.F Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls. Rates for alternate call listings are specified in Section 3.4.5. 10.
- 3.4.5.G Information Listings: Where available, additional lines of Information which may be included with a primary, additional or reference listings. Rates for information listings are specified in Section 3.4.5.I and 3.4.5.J.
- 3.4.5.H Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified in Section 3.4.5.I and 3.4.5.J.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3. Service Descriptions (Cont'd)

3.4 Directory Listings (Cont'd)

3.4.5.I Non-Recurring Service Charges: Non-Recurring charges associated with Directory Listings are as follows:

	<u>Per Listing or Per Number Charge</u>
Primary Listing	N/C
Additional Listing	\$6.00
Non-Listed Number	\$1.00
Non-Published Number	\$1.00

3.4.5.J Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Per Listing or Per Number Charge</u>
Primary Listing	N/C
Additional Listing (per line per mo.)	\$1.80
Alternate Call Listing (per line per mo.)	\$1.80
Non-Listed Number	\$1.30
Non-Published Number	\$2.50

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3. Service Descriptions (Cont'd)

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

3.6 Vanity Telephone Numbers: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. The following charges will apply for Vanity Telephone Numbers:

<u>Non-Recurring</u> <u>(per number)</u>	<u>Monthly Recurring</u> <u>(per number)</u>
\$5.00	\$2.00

3.7 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

3.8 Presubscription: PIC-2 allows customers to presubscribe to their carrier of choice for intraLATA toll calls, without dialing the Access Code. The following charge applies each time the customer requests a change to their intraLATA PIC. This charge applies per line or per trunk for each Local Line or Local Trunk PIC change requested, subsequent to the initial designation:

PIC-2 Change (per line or per trunk)	\$5.00
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SECTION 4 – NON BASIC SERVICE DESCRIPTIONS AND RATES

4. Promotional Offerings:

- 4.1 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed with the Florida Public Service Commission.

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SECTION 4 – NON BASIC SERVICE DESCRIPTIONS AND RATES

4. Promotional Offerings (Cont.)

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SECTION 4 – NON BASIC SERVICE DESCRIPTIONS AND RATES

4. Promotional Offerings (Cont.)

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SECTION 4 – NON BASIC SERVICE DESCRIPTIONS AND RATES

5. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this price list. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

6. Volume Discounts

The following discounts are applicable to all local services pursuant to each option. Discounts are deducted from customer's total monthly service bill. Monthly minimums are combined total customer usage of all company services.

<u>Service Plan</u>	<u>Minimum Monthly Usage All Services</u>	<u>Term</u>		
<u>year</u>		<u>1 year</u>	<u>2 year</u>	<u>3</u>
<u>Measured Service</u>	ICB	NA	NA	NA
<u>Unmeasured Service</u>				
Plan A	\$500.00	1.0%	2.0%	3.0%
Plan B	\$750.00	1.5%	2.5%	3.5%
Plan C	\$1000.00	2.0%	3.0%	4.0%
Plan D	\$2500.00	2.5%	3.5%	4.5%
Plan E	\$5000.00	3.0%	4.0%	5.0%
Plan F	\$10000.00	3.5%	4.5%	5.5%

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