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September 28, 1999

VIA OVERNIGHT DELIVERY

Ms. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

990000-PU

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
99 SEP 29 AM 10:55
MAIL ROOM

Re: Docket No. 98-1974-TI Application of Hyperion Communications of Florida, LLC
for Authority to Provide Interexchange Telecommunications Service in Florida

Dear Ms. Bayo:

On behalf of Hyperion Communications of Florida, LLC ("Hyperion"), and in accordance with our conversation with Commission Staff Member Nancy Pruitt, enclosed please find an original and five (5) copies of Hyperion's revised Florida P.S.C. Tariff No. 1 for interexchange telecommunication services.

Hyperion has revised its interexchange tariff to include private line services. The following revised sheets are included in this transmittal.

Page and Revision Number

| | | | |
|-----|-----------|-------------------------|--|
| | 1 | 1 st Revised | Adds private line services |
| | 2 | 1 st Revised | Revised to reflect tariff revisions |
| AFA | 6 | 1 st Revised | Adds new definitions and moved material to 6.1 |
| APP | 6.1 | Original | Adds new definitions and moved material from 6 |
| CAF | 7 | 1 st Revised | Adds definitions |
| CMU | 8 | 1 st Revised | Adds new header |
| CTR | 9 | 1 st Revised | Renumbered and added material |
| EAG | 9.1-9.2 | Original | New material |
| LEG | 9.3 | 1 st Revised | Renumbered and added material |
| MAS | 10-13 | 1 st Revised | Changed headings and added material |
| OPC | 13.1-13.6 | Original | Moved and new material added |
| PAI | 14-15 | 1 st Revised | Renumbered and added material |
| SEC | | | |
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Ms. Blanca S. Bayo
Florida Public Service Commission
September 28, 1999
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Page and Revision Number

| | | |
|------------|-------------------------|--------------------------------|
| 15.1 | Original | New material |
| 16 | 1 st Revised | Moved and added material |
| 16.1 | Original | Material moved from 16.1 |
| 17.1-17.3 | Original | New and moved material |
| 18 | 1 st Revised | Renumbering and added material |
| 18.1-18.3 | Original | New and moved material |
| 19-22 | 1 st Revised | Renumbering |
| 23 | 1 st Revised | Renumbering |
| 25 | 1 st Revised | Renumbering and added material |
| 25.1-25.11 | Original | New material |

Please date stamp the extra copy of the filing and return it to us in the enclosed self-addressed postage-paid envelope. If you have any questions regarding the tariff, please call Elizabeth Dickerson at (202) 945-6962 or Michael Donahue at (202) 424-7683. Hyperion remains grateful for your continued attention and cooperation.

Very truly yours,



Dana Frix
Kemal Hawa
Counsel for Hyperion Communications of
Florida, LLC

cc: Nancy Pruitt, Commission Staff Member
John Glicksman, Esquire
Phil Fraga, Esquire

HYPERION COMMUNICATIONS OF FLORIDA, LLC
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTRASTATE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF FLORIDA

This Tariff contains the rules and regulations applicable to the interexchange and private (N) line Intrastate Telecommunications Services provided by Hyperion Communications of Florida, (N) LLC ("Company" or "Hyperion") between one or more points in the State of Florida as authorized by the Florida Public Service Commission. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours. Copies may also be inspected during regular business hours at the Company's principal place of business, DDI Plaza Two, 500 Thomas Street, Suite 400, Bridgeville, Pennsylvania 15017.

Issued:

Effective:

By: Janet S. Livengood, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

CHECK SHEET

The pages of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original Tariff and are in effect on the date shown.

| <u>Sheet</u> | <u>Revision</u> | <u>Sheet</u> | <u>Revision</u> |
|--------------|--------------------------|--------------|--------------------------|
| 1 | 1 st Revised* | 17 | 1 st Revised* |
| 2 | 1 st Revised* | 17.1 | Original* |
| 3 | 1 st Revised* | 17.2 | Original* |
| 4 | Original | 17.3 | Original* |
| 5 | Original | 18 | 1 st Revised* |
| 6 | 1 st Revised* | 18.1 | Original* |
| 6.1 | Original* | 18.2 | Original* |
| 7 | 1 st Revised* | 18.3 | Original* |
| 7.1 | Original* | 19 | 1 st Revised* |
| 8 | 1 st Revised* | 20 | 1 st Revised* |
| 9 | 1 st Revised* | 21 | 1 st Revised* |
| 9.1 | Original* | 22 | 1 st Revised* |
| 9.2 | Original* | 23 | 1 st Revised* |
| 9.3 | Original* | 24 | Original |
| 10 | 1 st Revised* | 25 | 1 st Revised* |
| 11 | 1 st Revised* | 25.1 | Original* |
| 12 | 1 st Revised* | 25.2 | Original* |
| 13 | 1 st Revised* | 25.3 | Original* |
| 13.1 | Original* | 25.4 | Original* |
| 13.2 | Original* | 25.5 | Original* |
| 13.3 | Original* | 25.6 | Original* |
| 13.4 | Original* | 25.7 | Original* |
| 13.5 | Original* | 25.8 | Original* |
| 13.6 | Original* | 25.9 | Original* |
| 14 | 1 st Revised* | 25.10 | Original* |
| 15 | 1 st Revised* | 25.11 | Original* |
| 15.1 | Original* | | |
| 16 | 1 st Revised* | | |
| 16.1 | Original* | | |

*Indicates new or revised sheets.

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EXPLANATION OF SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from Another Tariff 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

Issued: December 28, 1998

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. 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 Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet 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 Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Advance Payment/Authorized User- Part or all of a payment required before the start of service. (N)

Commission - Florida Public Service Commission.

Company - Hyperion Communications of Florida, LLC, unless otherwise clearly indicated from the context.

Customer - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Day - Unless otherwise defined in this tariff, from 8:00 a.m. to 5:00 p.m. local time Monday through Friday.

Dedicated Services - A facility or equipment system or subsystem set aside for the sole use of a specific customer. (N)
(N)

Evening - Unless otherwise defined in this tariff, from 5:00 p.m. to 10:00 p.m. Monday through Friday.

Exchange - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Final Account - A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Interruption - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4. (N)
|
|
(N)

**Material previously appearing on this sheet now appears on Sheet No. 6.1*

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Calling Area - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge. (M)*
(M)*

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff. (N)

Network Service - Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Florida. |
|

Rate Center - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges. (N)
(M)*

Resale of Service - The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit. |
| (M)*

**Material now appearing on this sheet previously appeared on Sheet No. 6*

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

(N)

Service Order - The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

(N)

Station - Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Suspension - Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Switched Services - The origination and termination of interexchange toll call services over the local exchange network.

(N)

(N)

Termination of Service - Discontinuance of both incoming and outgoing service.

Toll Call - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

User - A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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SECTION 2 - RULES AND REGULATIONS

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 3, following.

2.1 Undertaking of the Company**2.1.1 Undertaking of the Company - Switched Services (T)**

- A. This Tariff sets forth the service offerings, rates, terms and conditions applicable to interexchange telecommunications services provided by Hyperion Communications of Florida, LLC, within the State of Florida. (T)

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under the terms and conditions of this Tariff. Service is available where facilities permit.

- B. In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its *Customers for communications*. The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Florida. (T)

1. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control. (T)

2. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company. (T)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.1 Undertaking of Company - Switched Services (Cont'd)

- C. The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein. (T)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.2 Undertaking of the Company - Dedicated Services (N)

A. Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections. (N)

**Material previously appearing on this sheet appears on Sheet No. 9.3*

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Undertaking of the Company - Dedicated Services (Cont'd)

(N)

B. Provision of Equipment and Facilities

- 1) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

- 2) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (a) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Undertaking of the Company - Dedicated Services (Cont'd)

(N)

C. Special Construction

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

- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (4) in a quantity greater than that which the Company would normally construct;
- (5) on an expedited basis;
- (6) on a temporary basis until permanent facilities are available;
- (7) involving abnormal costs; or
- (8) in advance of its normal construction.

Special construction charges will be determined as described herein.

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

(N)

2.1.2 Undertaking of the Company - Dedicated Services (Cont'd)

D. Ownership of Facilities

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

(N)

2.2.1 Limitations - Switched Services

(M)*

A. Service is offered subject to the availability of facilities and provisions of this Tariff.

(T)

B. The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control when the Customer is using service in violation of the law or the provisions of the Tariff.

(T)

(M)*

**Material now appearing on this page previously appeared on Sheet No. 9*

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2 Limitations (Cont'd)****2.2.1 Limitations - Switched Services (Cont'd)**

- C. All facilities provided under this Tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- D. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- E. Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.2.2. Limitations - Dedicated Services

(N)

[Reserved for Future Use]

(N)

2.3 Liabilities of the Company

(N)

2.3.1 Liabilities of the Company - Switched Services

- A. The liability of the Company arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or 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 this Tariff, unless ordered by the Commission. 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.

(T)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3 Liabilities of the Company (Cont'd)****2.3.1 Liabilities of the Company - Switched Services (Cont'd)**

- B. 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. (T)
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers. (T)
- D. 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. (T)
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any 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 presence, condition, location, or use of any installation so provided. 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. (T)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

2.3.1 Liabilities of the Company - Switched Services (Cont'd)

- F. The Company is not 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 negligence or willful misconduct of the Company's agents or employees. (T)

- G. The Company is not liable for any claims for loss or damages involving: (T)
 - 1. Breach in the privacy or security of communications transmitted over the Company's facilities;

 - 2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities; any noncompletion of calls due to network busy conditions.

- H. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications. (T)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

2.3.1 Liabilities of the Company - Switched Services (Cont'd)

- I. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company. (T)

2.3.2 Liabilities of Company - Dedicated Services (N)

[Reserved for Future Use]

2.4 Limitations on Liability

2.4.1 Limitations on Liability - Switched Services

[Reserved for Future Use]

2.4.2 Limitations on Liability - Dedicated Services

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff. (N)

**Material previously appearing on this sheet has been moved to Sheet No. 13.5*

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By: Janet S. Livengood, Director of Legal and Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4 Limitations on Liability (Cont'd)****2.4.2 Limitations on Liability - Dedicated Services (Cont'd)**

- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

(N)

(N)

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•

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Limitations on Liability (Cont'd)

2.4.2 Limitations on Liability - Dedicated Services (Cont'd)

D. (Cont'd)

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

(N)

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Limitations on Liability (Cont'd)

2.4.2 Limitations on Liability - Dedicated Services (Cont'd)

D. (Cont'd)

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable.

(N)

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4 Limitations on Liability (Cont'd)****2.4.2 Limitations on Liability - Dedicated Services (Cont'd)**

- E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

(N)

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Limitations on Liability (Cont'd)

2.4.2 Limitations on Liability - Dedicated Services (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

(N)

(N)

2.5 Interruption of Service

(M)*

2.5.1 Interruption of Services - Switched Services

- A. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

(T)

(M)*

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.5 Interruption of Service

2.5.1 Interruption of Services - Switched Services (Cont'd)

- B. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company. (M)*
(M)*
- C. The Customer shall be credited for an interruption of more than twenty-four hours as follows: (T)

Credit Formula:

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

"A" - outage time in hours

"B" - total hours in a month (month = 720)

"C" - total monthly charge for affected facility

- 2.5.2 Interruption of Service - Dedicated Services (N)
- [Reserved for Future Use] (N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services

2.6.1 Cancellation or interruption of Services - Switched Services

A. General

(T)

1. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
2. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
3. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired, unless Carrier is ordered to do so by the Commission.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6 Cancellation or Interruption of Services (Cont'd)****2.6.1 Cancellation or interruption of Services - Switched Services (Cont'd)****B. Limitations on Allowances (T)**

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

1. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
2. due to the failure of power, equipment, systems, or services not provided by Carrier;
3. due to circumstances or causes beyond the control of Carrier;
4. during any period in which the Customer continues to use the service on an impaired basis;
5. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
6. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
7. that was not reported to Carrier within thirty (30) days of the date that service was affected.

2.6.2 Cancellation or Interruption of Services - Dedicated Services (N)

[Reserved for Future Use] (N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.7 Deposits****2.7.1 Deposits - Switched Services**

The Company does not collect deposits for switched services.

2.7.2 Deposits - Dedicated Service

- A. To safeguard its interests, the Company may require the Customer to make a deposit to 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:
1. three months' charges for a service or facility which has a minimum payment period of one month; or
 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 the event that a termination charge is applicable.
- B. A deposit may be required in addition to an Advance Payment.
- 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. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

(N)

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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(M)*

*Material now appearing on this sheet previously appeared on Sheet No. 16

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DDI Plaza Two
500 Thomas Street, Suite 400
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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11 Payment of Charges****2.11.1 Payment of Charges - Switched Services**

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. Notwithstanding the due date specified on the bill, payment will be considered timely if payment is received by the Company within twenty (20) days of the date of transmittal of the bill in the case of residential Customers, and fifteen (15) days of the date of transmittal of the bill in the case of business Customers. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.

**Material previously appearing on this sheet has been moved to Sheet 17.3*

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11 Payment of Charges (Cont'd)****2.11.2 Payment of Charges - Dedicated Services**

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

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

(N)

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Payment of Charges (Cont'd)

2.11.2 Payment of Charges - Dedicated Services (Cont'd)

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1. a rate of 1.5 percent per month; or
 - 2. the highest interest rate which may be applied under state law for commercial transactions.

- F. The Customer will be assessed a charge of twenty-five dollars (\$10.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

(N)

(N)

2.12 Return Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

(M)*

(M)*

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Billing Disputes

(N)

2.13.1 Billing Disputes - Switched Services

Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.13.2 Billing Disputes - Dedicated Services

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

(N)

2.14 Late Payment Charges

2.14.1 Late Payment Charges - Switched Services

(M)*

A. Customer bills for telephone service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

(M)*

(N)

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.14 Late Payment Charges (Cont'd)****2.14.1 Late Payment Charges - Switched Services (Cont'd)**

- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. The Customer may dispute bills either orally or in writing. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill. (T)
- C. Late payment charges do not apply to final accounts. (T)
- D. Late payment charges do not apply to government agencies of the State of Florida. These agencies are required to make payment in accordance with applicable state law. (T)

2.14.2 Late Payment Charges - Dedicated Services (N)

- A. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- B. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- C. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

2.15 Adjustments or Refunds to the Customer

- 2.15.1 If a credit is requested on a call due to trouble on the line (such as bad connection, disconnection, wrong number dialed, etc.), and the credit is requested immediately through the operator of the underlying carrier, it is issued promptly. All other credit requests are handled through the Company's business office. (N)

**Material that previously appeared on this sheet has been moved to Sheet No. 18.2*

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.15 Adjustments or Refunds to the Customer (Cont'd)**

(N)

2.15.2 In the event that the Company resolves the billing dispute in favor of a Customer who:

1. has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

2.16 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

2.16.1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount.

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.16 Unresolved Billing Disputes (Cont'd)

(N)

2.16.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

(N)

2.17 Termination of Service

2.17.1 Emergency Termination of Service - Switched Service

(M)*

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

(M)*

2.17.2 Termination of Service for Cause - Dedicated Services

(N)

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving thirty (30) days prior written notice to the Customer and the Commission, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer and the Commission, discontinue or suspend service without incurring any liability if such violation continues during that period.

(N)

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17 Termination of Service (Cont'd)

2.17.2 Termination of Service for Cause - Dedicated Services (Cont'd)

- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

(N)

(N)

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 Switched Services****3.1.1 When Billing Charges Begin and End for Phone Calls**

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2-way communications, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Time Periods Defined

- A. Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute. (T)
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station. (T)
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate. (T)
- D. Call timing ends when either party "hangs up," thereby releasing the network connection. (T)
- E. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of each minute in the time period of the originating party. (T)

3.1.3 Uncompleted Calls

The Company does not bill Customers for calls which are not completed (busy numbers, no answer, etc.).

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.1 Switched Services (Cont'd)

3.1.4 Calculation of Distance

The Company's rates are not mileage sensitive.

3.1.5 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods.

3.1.6 Intrastate Toll Usage

A. Description

(T)

Intrastate toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

Direct Dialed toll calls placed to any location within the State are billed at an initial thirty second increment, with six second increments thereafter.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.1 Switched Services (Cont'd)****3.1.6 Intrastate Toll Usage (Cont'd)****B. Call Charges (T)**

Charges are based on the duration of the call as measured according to Section 3.1 above and time of day rate period of the call as described in Section 3.2. In addition, where live or automated operator assistance is required for call completion or billing, a per call operator service charge applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

C. Operator Services for Presubscribed and Non-Presubscribed Customers (T)

Service is offered as two classes: station to station calling and person to person calling.

1. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
2. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.1 Switched Services (Cont'd)****3.1.7 Calling Card Services**

Calling Card Service can be used from anywhere in the State by accessing a toll free number. A per call surcharge applies.

3.1.8 Prepaid Debit Card Services

Prepaid debit card service is a prepaid long distance calling card service, under which Customers purchase cards in predetermined amounts for long distance usage. Customers access the service by dialing a Company specified access code. As a Customer accesses the service, usage rates and taxes are automatically deducted from the remaining card balance. Customers are notified with a usage remaining message each time a call is placed. Customers will also receive a remainder message when the balance of the card reaches one (1) minute of usage. Calls in progress will be terminated if the balance on the Prepaid card is insufficient to cover the charges associated with the call. When the card balance reaches zero, the user must purchase another card or have the card recharged pursuant to instructions the Company provides to users purchasing the cards. Calls are billed in initial and additional one (1) minute increments, with any fractional portion of call rounded up to the next highest billing increment.

SECTION 4 - RATES AND CHARGES

4.1 Rates and Charges - Switched Services

4.1.1 Intrastate Toll Usage and Mileage Charges (Service Description see Section 3.1.6) (T)

A. Call Usage Charges: Intrastate Toll Rate (T)

| | <u>Initial Period</u> | <u>Overtime Period</u> |
|---------|-----------------------|------------------------|
| Day | \$0.0840 / 30 sec. | \$0.0168 / 6 sec. |
| Evening | \$0.0504 / 30 sec. | \$0.0101 / 6 sec. |

Evening rates apply at all times except Monday through Friday from 7:00 a.m. to 6:00 p.m. Evening rates also apply on Holidays.

4.1.2 Operator Charges for Presubscribed Customers (Service Description see Section 3.1.6 (C)) (T)

The following service charges apply to intrastate toll calls for which live or automated operator assistance is provided for call completion and/or billing.

| | |
|-------------------------------|--------|
| Station to Station | \$1.30 |
| Person to Person | \$3.50 |
| 3rd Number Billing | \$1.75 |
| Collect Calls | \$1.75 |
| All Other Operator Assistance | \$1.75 |

4.1.3 Operator Charges for Non-Presubscribed Customers (Service Description see Section 3.1.6 (C)) (T)

The following service charges apply to intrastate toll calls for which live or automated operator assistance is provided for call completion and/or billing.

| | |
|--------------------|--------|
| Station to Station | \$1.75 |
| Person to Person | \$3.25 |

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.1 Rates and Charges - Switched Services (Cont'd)****4.1.4 Calling Card Charges (Service Description see Section 3.8)**

Per Minute Rate:

Day \$0.192

Evening \$0.192

Per Call Surcharge \$0.80

4.1.5 Prepaid Debit Card Charges (Service Description see Section 3.9)

Per Minute Rate

Day \$0.192

Evening \$0.192

Per Call Surcharge \$0.80

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 Rates and Charges - Switched Services (Cont'd)

4.1.6 Special Rates for the Handicapped

- A. Directory Assistance (T)

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

- B. Hearing and Speech Impaired Persons (T)

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

- C. Telecommunications Relay Service (T)

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

4.2 Rates and Charges - Dedicated Services (N)

4.2.1 General Regulations

- A. Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.
- B. Services may be provided using one, or a combination of rate elements as outlined in this Tariff.
- C. Unless otherwise indicated, rates apply uniformly in all areas served by Company.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

4.2.3 VOICE GRADE SERVICE

| VOICE GRADE SERVICE | | | | | | Non-recurring Charge | |
|------------------------------------|----------------|---------------|---------------|---------------|---------------|----------------------|------------|
| | | | | | | First | Additional |
| 2 Wire Voice Grade | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | | |
| Per Point of Termination | \$39.87 | \$31.77 | \$31.77 | \$30.42 | \$30.42 | \$334.80 | \$112.04 |
| End Channel Mileage (Add'l ½ mile) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fixed Mileage | \$26.10 | \$19.80 | \$19.80 | \$17.78 | \$17.78 | \$99.00 | \$99.00 |
| Per Mile Charge | \$1.80 | \$1.31 | \$1.31 | \$1.04 | \$1.04 | \$0.00 | \$0.00 |

| | | | | | | | |
|------------------------------------|---------|---------|---------|---------|---------|----------|----------|
| 4 Wire Voice Grade | | | | | | | |
| Per Point of Termination | \$55.85 | \$46.17 | \$46.17 | \$43.25 | \$43.25 | \$334.80 | \$117.17 |
| End Channel Mileage (Add'l ½ mile) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fixed Mileage | \$26.10 | \$19.80 | \$19.80 | \$20.97 | \$20.97 | \$99.00 | \$99.00 |
| Per Mile Charge | \$1.80 | \$1.31 | \$1.31 | \$1.44 | \$1.44 | \$0.00 | \$0.00 |

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.4 DDS RATES

| DDS RATES | | | | | | | Non-recurring Charge | |
|---------------------------------------|---------|---------|---------|---------|---------|----------|----------------------|--|
| | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | First | Additional | |
| Digital Data Service (DDS) - 2.4 kbps | | | | | | | | |
| Per Point of Termination | \$70.20 | \$62.10 | \$62.10 | \$60.30 | \$60.30 | \$411.30 | \$274.50 | |
| End Channel Mileage (Add'l 1/2 mile) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Fixed Mileage | \$18.00 | \$15.30 | \$15.30 | \$14.40 | \$14.40 | \$54.00 | \$54.00 | |
| Per Mile Charge | \$1.71 | \$1.35 | \$1.35 | \$0.90 | \$0.90 | \$0.00 | \$0.00 | |

| Digital Data Service (DDS) - 4.8 kbps | | | | | | | |
|---------------------------------------|---------|---------|---------|---------|---------|----------|------------|
| | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | First | Additional |
| Per Point of Termination | \$70.20 | \$62.10 | \$62.10 | \$60.30 | \$60.30 | \$411.30 | \$274.50 |
| End Channel Mileage (Add'l 1/2 mile) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fixed Mileage | \$18.00 | \$15.30 | \$15.30 | \$14.40 | \$14.40 | \$54.00 | \$54.00 |
| Per Mile Charge | \$1.71 | \$1.35 | \$1.35 | \$0.90 | \$0.90 | \$0.00 | \$0.00 |

| Digital Data Service (DDS) - 9.6 kbps | | | | | | | |
|---------------------------------------|---------|---------|---------|---------|---------|----------|------------|
| | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | First | Additional |
| Per Point of Termination | \$70.20 | \$62.10 | \$62.10 | \$60.30 | \$60.30 | \$411.30 | \$274.50 |
| End Channel Mileage (Add'l 1/2 mile) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fixed Mileage | \$18.00 | \$15.30 | \$15.30 | \$14.40 | \$14.40 | \$54.00 | \$54.00 |
| Per Mile Charge | \$1.71 | \$1.35 | \$1.35 | \$0.90 | \$0.90 | \$0.00 | \$0.00 |

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.4 DDS RATES (Cont'd)

| DDS RATES | | | | | | Non-recurring Charge | |
|--|---------|---------|---------|---------|---------|----------------------|------------|
| Digital Data Service (DDS) - 2.4 kbps | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | First | Additional |
| Digital Data Service (DDS) - 19.2 kbps | | | | | | | |
| Per Point of Termination | \$70.20 | \$62.10 | \$62.10 | \$60.30 | \$60.30 | \$411.30 | \$274.50 |
| End Channel Mileage (Add'l 1/2 mile) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fixed Mileage | \$18.00 | \$15.30 | \$15.30 | \$14.40 | \$14.40 | \$54.00 | \$54.00 |
| Per Mile Charge | \$1.71 | \$1.35 | \$1.35 | \$0.90 | \$0.90 | \$0.00 | \$0.00 |

| Digital Data Service (DDS) - 56 kbps | | | | | | | |
|--------------------------------------|----------|---------|---------|---------|---------|----------|----------|
| Per Point of Termination | \$103.50 | \$88.20 | \$88.20 | \$83.70 | \$83.70 | \$456.30 | \$319.50 |
| End Channel Mileage (Add'l 1/2 mile) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fixed Mileage | \$37.80 | \$22.50 | \$22.50 | \$19.80 | \$19.80 | \$54.00 | \$54.00 |
| Per Mile Charge | \$3.87 | \$2.70 | \$2.70 | \$2.25 | \$2.25 | \$0.00 | \$0.00 |

| Digital Data Service (DDS) - 64 kbps | | | | | | | |
|--------------------------------------|----------|---------|---------|---------|---------|----------|----------|
| Per Point of Termination | \$103.50 | \$88.20 | \$88.20 | \$83.70 | \$83.70 | \$456.30 | \$319.50 |
| End Channel Mileage (Add'l 1/2 mile) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fixed Mileage | \$37.80 | \$22.50 | \$22.50 | \$19.80 | \$19.80 | \$54.00 | \$54.00 |
| Per Mile Charge | \$3.87 | \$2.70 | \$2.70 | \$2.25 | \$2.25 | \$0.00 | \$0.00 |

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.5 DS1 RATES

| DS1 | DS1 RATES | | | | | | Non-recurring Charge | |
|--------------------------------------|-----------|----------|----------|----------|----------|----------|----------------------|--|
| | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | First | Additional | |
| Per Point of Termination | \$135.00 | \$114.30 | \$114.30 | \$111.60 | \$111.60 | \$675.00 | \$270.00 | |
| End Channel Mileage (Add'l 1/2 mile) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Office Channel Interface | \$10.80 | \$7.20 | \$7.20 | \$6.30 | \$5.40 | \$153.00 | \$153.00 | |
| Customer Channel Interface | \$15.30 | \$11.70 | \$11.70 | \$11.70 | \$11.70 | \$153.00 | \$153.00 | |
| Fixed Mileage | \$81.00 | \$72.00 | \$72.00 | \$67.50 | \$67.50 | \$140.40 | \$140.40 | |
| Per Mile Charge | \$20.70 | \$13.50 | \$13.50 | \$11.70 | \$11.70 | \$0.00 | \$0.00 | |

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.6 DS3 RATES

| DS3 RATES | | | | | | Non-recurring Charge | |
|---|------------|------------|------------|------------|------------|----------------------|------------|
| | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | First | Additional |
| System Termination | \$1,800.00 | \$1,530.00 | \$1,530.00 | \$1,395.00 | \$1,260.00 | \$0.00 | \$0.00 |
| End Channel Mileage (Add'l ½ Mile) | \$225.00 | \$189.00 | \$189.00 | \$171.00 | \$153.00 | \$0.00 | \$0.00 |
| Office Channel Interface Per DS3/no mux | \$103.50 | \$63.00 | \$63.00 | \$63.00 | \$63.00 | \$162.00 | \$162.00 |
| Customer Channel Interface | \$103.50 | \$63.00 | \$63.00 | \$63.00 | \$63.00 | \$211.50 | \$211.50 |
| Fixed Mileage (0-8 Miles) | \$1,467.00 | \$1,206.00 | \$1,206.00 | \$1,026.00 | \$891.00 | \$324.00 | \$324.00 |
| Fixed Mileage (9-25 Miles) | \$1,602.00 | \$1,341.00 | \$1,341.00 | \$1,161.00 | \$1,026.00 | \$324.00 | \$324.00 |
| Fixed Mileage (26+ Miles) | \$1,827.00 | \$1,521.00 | \$1,521.00 | \$1,386.00 | \$1,161.00 | \$324.00 | \$324.00 |
| Mile Charge (0-8 Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |
| Mile Charge (9-25 Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |
| Mile Charge (26+ Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |

| DS3 (X3) | | | | | | | |
|---|------------|------------|------------|------------|------------|----------|----------|
| System Termination | \$3,600.00 | \$3,060.00 | \$3,060.00 | \$2,790.00 | \$2,520.00 | \$0.00 | \$0.00 |
| End Channel Mileage (Add'l ½ Mile) | \$225.00 | \$189.00 | \$189.00 | \$171.00 | \$153.00 | \$0.00 | \$0.00 |
| Office Channel Interface Per DS3/no mux | \$103.50 | \$63.00 | \$63.00 | \$63.00 | \$63.00 | \$162.00 | \$162.00 |
| Customer Channel Interface | \$103.50 | \$63.00 | \$63.00 | \$63.00 | \$63.00 | \$211.50 | \$211.50 |
| Fixed Mileage (0-8 Miles) | \$1,467.00 | \$1,206.00 | \$1,206.00 | \$1,026.00 | \$891.00 | \$324.00 | \$324.00 |
| Fixed Mileage (9-25 Miles) | \$1,602.00 | \$1,341.00 | \$1,341.00 | \$1,161.00 | \$1,026.00 | \$324.00 | \$324.00 |
| Fixed Mileage (26+ Miles) | \$1,827.00 | \$1,521.00 | \$1,521.00 | \$1,386.00 | \$1,161.00 | \$324.00 | \$324.00 |
| Mile Charge (0-8 Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |
| Mile Charge (9-25 Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |
| Mile Charge (26+ Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.6 DS3 RATES (Cont'd)

| DS3 RATES | | | | | | Non-recurring Charge | |
|---|------------|------------|------------|------------|------------|----------------------|------------|
| | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | First | Additional |
| DS3 (X12) | | | | | | | |
| System | \$5,355.00 | \$4,927.50 | \$4,927.50 | \$4,500.00 | \$4,050.00 | \$0.00 | \$0.00 |
| End Channel Mileage (Add'l ½ Mile) | \$225.00 | \$189.00 | \$189.00 | \$171.00 | \$153.00 | \$0.00 | \$0.00 |
| Office Channel Interface Per DS3/no mux | \$103.50 | \$63.00 | \$63.00 | \$63.00 | \$63.00 | \$162.00 | \$162.00 |
| Customer Channel Interface per DS3 | \$103.50 | \$63.00 | \$63.00 | \$63.00 | \$63.00 | \$211.50 | \$211.50 |
| Per 28 DS-1 Channel System | \$450.00 | \$441.00 | \$441.00 | \$418.50 | \$405.00 | \$0.00 | \$0.00 |
| Fixed | \$1,467.00 | \$1,206.00 | \$1,206.00 | \$1,026.00 | \$891.00 | \$324.00 | \$324.00 |
| Fixed | \$1,602.00 | \$1,341.00 | \$1,341.00 | \$1,161.00 | \$1,026.00 | \$324.00 | \$324.00 |
| Fixed | \$1,827.00 | \$1,521.00 | \$1,521.00 | \$1,386.00 | \$1,161.00 | \$324.00 | \$324.00 |
| Mile Charge (0-8 Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |
| Mile Charge (9-25 Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |
| Mile Charge (26+ Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |

| | | | | | | | |
|---|------------|------------|------------|------------|------------|----------|----------|
| DS3 (X24) | | | | | | | |
| System | \$9,472.50 | \$8,415.00 | \$8,415.00 | \$7,695.00 | \$7,020.00 | \$0.00 | \$0.00 |
| End Channel Mileage (Add'l ½ Mile) | \$225.00 | \$189.00 | \$189.00 | \$171.00 | \$153.00 | \$0.00 | \$0.00 |
| Office Channel Interface Per DS3/no mux | \$103.50 | \$63.00 | \$63.00 | \$63.00 | \$63.00 | \$162.00 | \$162.00 |
| Customer Channel Interface per DS3 | \$103.50 | \$63.00 | \$63.00 | \$63.00 | \$63.00 | \$211.50 | \$211.50 |
| Per 28 DS-1 Channel System | \$450.00 | \$441.00 | \$441.00 | \$418.50 | \$405.00 | \$0.00 | \$0.00 |
| Fixed | \$1,467.00 | \$1,206.00 | \$1,206.00 | \$1,026.00 | \$891.00 | \$324.00 | \$324.00 |
| Fixed | \$1,602.00 | \$1,341.00 | \$1,341.00 | \$1,161.00 | \$1,026.00 | \$324.00 | \$324.00 |
| Fixed | \$1,827.00 | \$1,521.00 | \$1,521.00 | \$1,386.00 | \$1,161.00 | \$324.00 | \$324.00 |
| Mile Charge (0-8 Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |
| Mile Charge (9-25 Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |
| Mile Charge (26+ Miles) | \$126.00 | \$104.40 | \$104.40 | \$95.40 | \$86.40 | \$0.00 | \$0.00 |

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.7 DARK AND DIM FIBER RATES

| DARK AND DIM FIBER | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | Non-recurring Charge | |
|--------------------|---------|--------|--------|--------|--------|----------------------|------------|
| | | | | | | First | Additional |
| Dark Fiber | ICB | ICB | ICB | ICB | ICB | ICB | ICB |
| Dim Fiber | ICB | ICB | ICB | ICB | ICB | ICB | ICB |

4.2.8 MULTIPLEXING RATES

| MULTIPLEXING | Monthly | 2 Year | 3 Year | 5 Year | 7 Year | Non-recurring Charge | |
|-------------------------|----------|----------|----------|----------|----------|----------------------|------------|
| | | | | | | First | Additional |
| DS3 to DS1 Multiplexing | \$450.00 | \$441.00 | \$441.00 | \$418.50 | \$405.00 | \$0.00 | \$0.00 |
| DS1 to DS0 Multiplexing | \$166.50 | \$153.90 | \$153.90 | \$150.30 | \$150.30 | \$121.50 | \$121.50 |

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.9 Point-To-Point and Multipoint Services

A) Voice Grade (VF) Services

| | Recurring Charges - Term | | | | | Non-Recurring | |
|-------------------------------------|---------------------------------|--------------|--------------|--------------|--------------|----------------------|---------------|
| | Monthly | 2 Yr. | 3 Yr. | 5 Yr. | 7 Yr. | First | Add'l. |
| 2 Wire Voice Grade | | | | | | | |
| Per Point of Termination | \$22.51 | \$22.51 | \$19.35 | \$17.77 | \$17.77 | \$0.85 | \$0.64 |
| End Channel Mileage (Add'l. 1 M) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fixed Mileage | \$12.75 | \$12.75 | \$12.33 | \$11.90 | \$11.90 | \$0.00 | \$0.00 |
| Per Mile Charge | \$0.38 | \$0.38 | \$0.34 | \$0.30 | \$0.30 | \$0.00 | \$0.00 |
| 4 Wire Voice Grade | | | | | | | |
| Per Point of Termination | \$45.01 | \$45.01 | \$39.57 | \$37.49 | \$37.49 | \$0.85 | \$0.64 |
| End Channel Mileage (Add'l. 1 M) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fixed Mileage | \$12.75 | \$12.75 | \$12.33 | \$11.90 | \$11.90 | \$0.00 | \$0.00 |
| Per Mile Charge | \$0.38 | \$0.38 | \$0.34 | \$0.30 | \$0.30 | \$0.00 | \$0.00 |

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.10 Intra-State Rates

(N)

| | Tandem Discount: | | 0% | Direct Connect Discount: | | 5% | Comments |
|-----------------------------------|------------------|--------------|-------------|--------------------------|--------------|-------------|--------------------|
| | Day Rate | Evening Rate | Night Rate | Day Rate | Evening Rate | Night Rate | |
| Local Transport | \$0.0002580 | \$0.0002580 | \$0.0002580 | \$0.0004653 | \$0.0004420 | \$0.0004420 | DS3 Rates Plus MUX |
| Local Transport Per Mile | \$0.0000330 | \$0.0000330 | \$0.0000330 | \$0.0000618 | \$0.0000618 | \$0.0000618 | DS3 Rates Plus MUX |
| Common Carrier Line - Originating | \$0.0141360 | \$0.0141360 | \$0.0141360 | \$0.0134292 | \$0.0134292 | \$0.0134292 | |
| Common Carrier Line - Terminating | \$0.0009680 | \$0.0009680 | \$0.0009680 | \$0.0009196 | \$0.0009196 | \$0.0009196 | |
| Local switching - Feature group D | \$0.0052820 | \$0.0052820 | \$0.0052820 | \$0.0050179 | \$0.0050179 | \$0.0050179 | |
| Dedicated End Office Port | | | | \$8.9015000 | \$8.9015000 | \$8.9015000 | |
| Shared End Office Port | \$0.0003600 | \$0.0003600 | \$0.0003600 | | | | |
| Shared Mux | \$0.0004990 | \$0.0004990 | \$0.0004990 | | | | |
| Tandem Switching | | | | | | | |
| RIC Charge Originating | \$0.0000000 | \$0.0000000 | \$0.0000000 | \$0.0000000 | \$0.0000000 | \$0.0000000 | |
| RIC Charge Terminating | \$0.0006350 | \$0.0006350 | \$0.0006350 | \$0.0006033 | \$0.0006033 | \$0.0006033 | |
| Directory Information | \$0.2750000 | \$0.2750000 | \$0.2750000 | \$0.2612500 | \$0.2612500 | \$0.2612500 | |
| 800 Database Query | \$0.0042100 | \$0.0042100 | \$0.0042100 | \$0.0039995 | \$0.0039995 | \$0.0039995 | |

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

| | | | |
|--------|--|----------------------------|---------------|
| 4.2.11 | <u>Service Orders</u> | <u>Nonrecurring Charge</u> | |
| | A) Service Implementation | <u>First</u> | <u>Add'l</u> |
| | 1) Installation Charge | \$ICB | \$ICB |
| | 2) Access Service Order Charge | \$ICB | \$ICB |
| | 3) Engineering Charge | \$ICB | \$ICB |
| | B) Service Date Change - Per Access Service Order | \$N/A | \$N/A |
| | C) Design Change - Per Access Service Order | \$N/A | \$N/A |
| 4.2.12 | <u>Carrier Common Line</u> | <u>Tandem</u> | <u>Direct</u> |
| | A) Originating | \$0.005543 | \$0.005266 |
| | B) Terminating | \$0.005543 | \$0.005266 |

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Bridgeville, Pennsylvania 15017

SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.13 Common Switched Transport

| | <u>Per Access Minute</u> |
|-------------------------------------|------------------------------|
| Local Transport Termination | |
| Originating | \$* |
| Terminating | \$* |
| Local Transport Facility (per mile) | |
| Originating | \$* |
| Terminating | \$* |

4.2.14 Local Transport

A. Entrance Facility

| | <u>Monthly</u> | <u>Nonrecurring</u> |
|-------|----------------|---------------------|
| DS1 | | |
| First | N/A | N/A |
| Add'l | \$ | \$ |
| DS3 | | |
| First | \$ | \$ |
| Add'l | \$ | \$ |

(N)

(N)

264166.8

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