

STEVEN ERICK
SWENSON
ATTORNEY AT LAW

ORIGINAL

Sent Via Fedex

January 20, 2000

Attention: Secretary
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd
Tallahassee, Florida 32399-0850

Re: Intrastate Interexchange Tariff of American Fiber Network, Inc.
Docket No. 991810-TI

To Whom It May Concern:

Enclosed herein please find an original and six (6) copies of the Intrastate Interexchange Tariff of American Fiber Network, Inc. submitted as an exhibit to the Application for a Certificate of Public Convenience and Necessity to provide telecommunications services in the state of Florida, specifically Interexchange Services, in the abovementioned docket.

I have also enclose a copy for our files, which I would appreciate if you would date stamp and return in the enclosed self address envelope.

Thank you for your assistance. Please direct any communications regarding this matter to the undersigned.

Sincerely,

Steven E. Swenson
Attorney for American Fiber Network, Inc.

- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- MAS _____
- OPC _____
- RRR _____
- SEC _____
- VAW _____
- OTH _____

Enclosures

60 South 600 East, Suite 200
Salt Lake City, Utah 84102
Tel: 801-596-9381
Fax: 801-596-9382
Mobile: 801-918-5252
E-mail: s.e.swenson@worldnet.att.net

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01001 JAN 24 8

FPSC-RECORDS/REPORTING

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by American Fiber Network, Inc. (AFN), with principal offices at 9401 Indian Creek Parkway, Suite 140, Overland Park, KS 66210. This tariff applies for services furnished within the state of Florida. This tariff 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.

08 01 11 42 AM '00
ISSUED: January 10, 2000

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Robert E. Heath, Vice President
9401 Indian Creek Parkway, Suite 140
Overland Park, Florida 66210

Effective: _____

CHECK SHEETCurrent sheets in the tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	36	Original
2	Original	37	Original
3	Original	38	Original
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services within the State of Florida by American Fiber Network, Inc. (hereinafter "The Company").

The Company has been authorized by the Public Service Commission of Florida to provide competitive local exchange and interexchange services as a facilities-based carrier and Reseller. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Public Service Commission of Florida.

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**EXPLANATION OF SYMBOLS REFERENCE MARKS AND ABBREVIATIONS OF
TECHINICAL TERMS USED IN THIS TARIFF**

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

- C To signify changed listing, rule, or condition which may affect rates or charges.
- D To signify discontinued material, including listing, rate, rule or condition.
- I To signify increase.
- K To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- M To signify that material has been transferred from another sheet or place in the Tariff.
- N To signify new material including listing, rate, rule or condition
- R To signify reduction.
- S To signify reissued matter.
- T To signify a change in wording of text but not a change in rate, rule or condition.

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SERVICE AREA

This tariff sets forth service offerings, rates, terms and conditions applicable to the furnishing of the Company's end user intrastate telecommunications services to Customers within the State of Florida.

Customer Contact - For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

American Fiber Network, Inc.
9401 Indian Creek Pkwy, Suite 140
Overland Park, KS 66210
Customer Service: Toll Free 1-800-864-0583
Maintenance Toll Free: 1-800-864-0583

Commission Contact - For complaints, inquiries and matters concerning rates, terms or conditions of this tariff.

American Fiber Network, Inc.
Robert E. Heath, Vice President
9401 Indian Creek Pkwy, Suite 140
Overland Park, KS 66210
Direct: (913) 338-2658
Fax: (913) 661-0538

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TARIFF 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 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 PPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the PPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

- D. **Check Sheets** - When a tariff filing is made with the PPSC, 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

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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 tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PPSC.

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1. DEFINITIONS

The following definitions are used throughout this tariff.

Access Lines: A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

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

Company or American Fiber Network, Inc.: The issuer of this tariff.

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

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

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

Holidays: The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, and Christmas Day.

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.

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

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2.0 REGULATIONS

2.1 Undertaking of the Company:

2.1.1 Scope

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

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

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

Company 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 any tariff or tariff of such other communications carriers.

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

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

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2.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers.

2.3 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

2.4 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.

2.5 Provision of Equipment and Facilities

The Company shall use reasonable efforts to make available

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2.0 REGULATIONS - (cont.)

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 tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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.

2.6 Terms and Conditions

Service is provided on the basis of a minimum term of at least one-month, 24-hours per day. For purposes of this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. This tariff shall be interpreted and governed by the laws of the State of Florida.

2.7 Non-routine Installation and Special Construction

2.7.1 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.

2.7.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction may include that construction undertaken:

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2.0 REGULATIONS - (cont.)

2.7 Non-routine Installation and Special Construction -
(cont.)

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of AFN consistent with budgetary responsibilities and consideration for the impact on AFN's other Customers and contractual responsibilities.

2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

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2.0 REGULATIONS - (cont.)

2.9 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such Governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.10 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.11 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer or other person, 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 the 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.

The Company shall not be liable for any delay or failure of

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2.0 REGULATIONS - (cont.)

performance of 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 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, lockout, work stoppages, or other labor difficulties.

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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

(a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; and

(b) any damages or losses due to the fault or negligence of the Customer or due to the failure of malfunction of Customer-provided equipment or facilities.

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 liability whatsoever, and for any damages caused or claimed to have been caused in any

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2.0 REGULATIONS - (cont.)

way, directly or indirectly, as a result of any such installation.

The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof; unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, expense, damage or liability arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the Customer, including without limitation, the Customer's own communications or use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

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

With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or

(b) the sum of \$1,000.00.

In the event parties other than Customer, including but not limited to joint users and the Customer's Customers, shall

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2.0 REGULATIONS - (cont.)

have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.

2.12 Indemnification

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

(a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and

(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 this tariff or any agreement between the Customer and the Company.

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2.0 REGULATIONS - (cont.)

2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.13.1 Credit for Service Interruptions

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any applicable monthly rates.

2.13.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of; or noncompliance with the provisions of this tariff

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2.0 REGULATIONS - (cont.)

by, the Customer, authorized user or joint user.

(b) 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;

(c) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(d) interruptions of service during a 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; and

(e) interruption of service due to circumstances or causes beyond the control of Company.

2.14 Obligations of the Customer

The obligations of the Customer shall include the following:

(a) The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.

(b) The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises;

(c) If required by the Company, the Customer shall obtain, maintain, and otherwise have fully responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities from the building entrance or property line to the location of the Company's equipment space on the

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Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the Company's facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

(d) The Customer shall grant or obtain permission for the Company's employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting the Customer-provided equipment which is connected to the Company's facilities.

(e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the Company's equipment and facilities, and for ensuring compatibility with the Company's equipment and facilities. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection by any Customer-provided equipment.

(f) The Customer warrants that the services pursuant

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to this tariff are intrastate in nature.

(g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

2.15 Use of Service

2.15.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.2 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

(a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or

(b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.15.3 Fraudulent Use

The fraudulent use of; or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service including but not limited to:

(a) Rearranging, tampering with, or making connections not authorized by this tariff to any

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network components used to furnish service; or
2.0 REGULATIONS - (cont.)

(b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.16 Customer Equipment and Channels

2.16.1 General

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

2.16.2 Interconnection of Facilities

(a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

(b) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or tariffs of the other communications carriers which are applicable to such connections.

(c) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant

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to Part 68 of Title 47, Code of Federal
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Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.16.3 Inspections

(a) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

(b) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.17 Payments

Obligations of the Customer with regard to payments shall include:

(a) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within

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thirty (30) days after the date of the invoice are
2.0 REGULATIONS - (cont.)

considered delinquent and are subject to Late Payment Charges pursuant to section 2.16.1 of this tariff.

The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

(b) If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, which may be in addition to a deposit, if the Company considers this action necessary to safeguard its interests.

(c) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

(d) A \$25.00 service charge shall be imposed for any payment for which a draft is returned for insufficient funds.

(e) Any Customer who has been underbilled for services rendered will be notified by the Company upon the discovery of the underbilling. Notification will include the reason(s) that the underbilling occurred. The Customer is responsible for payment of unbilled charges for services rendered up to and including

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twenty-four (24) months prior to the issuance of the
2.0 REGULATIONS - (cont.)

notification to the Customer.

2.17.1 Late Payment Charge

A Late Payment Charge of 1.50 percent (1 1/2%) will apply to each Customer bill when the previous months bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the Customer's bill.

2.17.2 Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such written notice is not received by the Company within thirty (30) days as indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

(a) In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Public Service Commission of Florida in accordance with the Commission's rules of procedure.

(b) Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Company, within five (5) working days.

2.17.3 Moves Adds and Changes

Upon written request from the Customer, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific

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lines and equipment. The Company may charge the
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Customer a non-recurring charge for such service.

2.18 Deposits

(a) If the Customer cannot establish a satisfactory credit standing with the Company, the Customer shall make a deposit before a service is furnished or continued. Such deposit shall be held as a guarantee for the payment of charges. The Company may require such a deposit, which may be in addition to an advance payment, if the Company considers this action necessary to safeguard its interests. The deposit shall not exceed two-twelfths (2/12) of estimated annual billings. At any time, at its option, or after twelve (12) months of service if the Customer has not been delinquent in the payment of the Company bills, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit will be applied to the Customer's account and any credit balance remaining will be refunded.

(b) Interest on deposits held shall be accrued at the rate applicable to the Company's escrow account in which such deposits.

(c) Upon termination of service, the Company shall return to the Customer the amount then on deposit plus accrued interest, less any amounts due to the Company due to the Company by the Customer for service rendered on the telephone account for which the deposit was collected.

(d) Any deposit, plus accrued interest, may be applied to the Customer's telephone account following completion of twelve months' satisfactory payment. The credit will be applied against service in the 13th and, if appropriate, subsequent months once satisfactory credit is established. Upon the Customer's request, the refund shall be made in the form of a check issued and mailed to the subscriber no longer.

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2.19 Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

(a) The applicant has an outstanding amount due for similar utility services and the applicant is unwilling to make acceptable arrangements with the utility for payment.

(b) A condition exists which in the utility's judgment is unsafe or hazardous to the applicant, the general population, or the utility's personnel, agents or facilities.

(c) Refusal by the applicant to provide the utility with a deposit when the customer has failed to meet the credit criteria for waiver of deposit requirements.

(d) The Customer is known to be in violation of the utility's tariffs filed with the Commission.

(e) Failure of the Customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Customer and which have been specified by the utility as a condition for providing service.

(f) The Applicant falsifies his/her identity for the purpose of obtaining service.

2.20 Discontinuance of Service

2.20.1 With Written Notice to the Customer

The Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

(a) for nonpayment of any amounts owing to the Company;

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(b) the premises have been vacated by the
2.0 REGULATIONS - (cont.)

Customer;

(c) for tampering with the Company's property;

(d) for violation of rules, service agreements,
or filed tariffs;

(e) for use of Customer equipment which adversely
affects the Company's property, facilities, or
service to its other Customers, or 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; or

(f) for any governmental prohibition, or required
alteration of the services provided, or any
violation of any applicable law or regulation, or
unlawful use of service or use of service for
unlawful purposes, the Company may immediately
discontinue or suspend service; or

(g) for fraudulent obtaining or use of service,
including, but not limited to:

(1) providing false information to carrier the
Company regarding the Customer's identity,
address, creditworthiness, or current or planned
use of common communications;

(2) using or attempting to use service by
rearranging, tampering with, or making connection
to the Company's service where not authorized by
this tariff;

(3) using tricks, schemes, false or invalid
numbers, false credit devices, electronic
devices; or

(4) any other fraudulent means or device.

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Whenever a fraudulent obtaining or use of a service is detected, the Company may discontinue service without notice, as described in 2.21.2 of this tariff; provided, however, that if the Customer makes immediate payment for the estimated amount due for the service that had been fraudulently obtained, and for all costs resulting from such fraudulent use, the Company may choose to continue such service, subject to any applicable deposit requirements.

2.20.2 Without Written Notice to the Customer

The Company may deny or discontinue the furnishing of any and/or all service(s) to a Customer immediately and without prior notice to the Customer and without the Customer's permission for one or more of the following reasons:

- (a) Dangerous Condition. A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- (b) Ordered to Terminate Service. The Company is ordered to terminate service by any court, the Public Service Commission of Florida, or any other duly authorized public authority.
- (c) Services Obtained Illegally. The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.
- (d) Customer Unable to be Contacted. The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.
- (e) Misrepresentation of Identity. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company and has an outstanding bill exceeding one hundred dollars (\$100).

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2.0 REGULATIONS - (cont.)

2.20.3 Upon Customer Request

The Company will, upon Customer request, discontinue or suspend services due to the Customer's:

- (a) insolvency;
- (b) assignment for the benefit of creditors;
- (c) filing for bankruptcy or reorganization; or
- (d) failure to discharge an involuntary petition in bankruptcy within the time permitted by law.

2.21 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

2.22 Termination of Service

(a) After the expiration of the initial contract period and if no new contract period is agreed upon, in writing, by the Company and Customer, service may be terminated upon 30 days advance notice to the Company and payment of all charges due to the date of termination of the service, including charges calculated at a month-to-month rate after the expiration of the contract period.

(b) Prior to the expiration of the initial contract period, service may be terminated upon 30 days advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.

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(c) The Customer is liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining contract term.

(d) The Customer may terminate service prior to the expiration of the term without liability if the Customer orders new service through the Company with a length and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

2.23 Changes in Equipment and Services

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially decrease the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

2.24 Restoration of Service

A reconnection charge of \$50.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.20 of this tariff. The Company reserves the right to impose additional advance payment and/or deposit requirements on such Customers prior to restoral of service, and to refuse to restore service until all amounts due have been paid.

Should the Customer request that service be restored during

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a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

2.25 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. The Company reserves the right to terminate service if the Customer makes any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company. Any lawful successor to the Customer, or any other entity which accepts Company's service shall be obligated to pay to Company any amounts due.

2.26 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

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2.0 REGULATIONS - (cont.)**2.27 Proprietary Information**

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.28 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. These offerings may include the waiver of non-recurring charges, such as installation charges, and the discounting of the monthly charge for a service, by not more than 15%, over a period of time not to exceed six (6) months.

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3.0 LONG DISTANCE SERVICES

3.1 Application to Intrastate Long Distance Services

The following regulations, terms and conditions apply to the intrastate common carrier long distance telecommunications services provided by the Company.

3.2 General Service Description

Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific Customer requirements. Service can be designed by the Company based on Customer-specific information, e.g., calling patterns and traffic volumes, jointly developed by Company and the Customer. Consistent with the Customer-specific information and objectives, the Company retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit the Customer's needs as may be specified in each service option. Long Distance Services will support Customer-specific seven and ten digit dialing plans.

3.3 Fraudulent Use of Verified Account Codes

In order to control fraud, the Company may disable or refuse to accept, Verified Account Codes which it reasonably suspects or determines to be invalid or experiencing abuse. The Company will notify the Customer when Verified Account Codes are disabled.

(a) Invalidation of verified account codes: If the Customer notifies the Company that a Customer-administered verified account code is no longer valid, the Customer shall be liable for any calls placed using the verified account code, until the Company receives confirmation from its underlying carrier(s) that the verified account code has been effectively disabled. Customer notification to the Company may be delivered in writing or given orally when followed by facsimile or electronic mail. The Company will use its best efforts to notify its underlying carrier(s) or

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3.0 LONG DISTANCE SERVICES (Cont.)

undertake other appropriate security measures within the shortest reasonable duration of time after the Customer's written, facsimile, or electronic mail notice is received by the Company.

3.4 Description of Rates and Charges

3.4.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

3.4.2 Installation Charge

Should a nonrecurring Installation Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

3.4 Description of Rates and Charges- (cont.)

3.4.3 Changes to Service- (cont.)

As specified for each service option, service components may be added to or deleted from a service. A nonrecurring Installation Charge will apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

3.4.4 Rate Changes

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3.0 LONG DISTANCE SERVICES - (cont.)

The Company expressly reserves the right to initiate tariff revisions seeking to change the applicable rates under which the Customer has obtained service during any specified service period greater than any minimum service period provided under this tariff, unless otherwise agreed upon between the Company and the Customer.

3.4.5 Changes to Terms and Conditions

During any specified service period other than any minimum service period specified in this tariff, the Company expressly reserves the right to initiate changes in the terms and conditions under which service is provided, unless otherwise agreed upon between the Company and the Customer and filed in this tariff. If the Company initiates such tariff revisions without the Customer's agreement, the Customer may discontinue service without liability. If elected, this provision must be exercised by the

Customer in writing within 30 days following the date of the Company's tariff filing. Any changes in the terms and conditions under which service is provided will be filed in this tariff.

3.5 General Practices Affecting Rates

The following set forth factors affecting rates which apply to all Long Distance Services unless modified expressly in this tariff.

3.5.1 Gross Receipts Tax

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees are imposed by certain taxing jurisdictions upon the Company, its underlying carrier(s) or upon Local Exchange Companies and passed on to the Company, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis.

The amount of charge that may be prorated to each

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3.0 LONG DISTANCE SERVICES - (cont.)

Customer's bill is determined by the communications services provided to and billed to a Customer's service location equal to the amount of the tax or fee imposed upon or passed on to the Company.

3.6 Other Taxes and Surcharges

The Customer will be billed for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

The Customer agrees to pay to the Company the amount of any monthly Surcharge which a Local Exchange Carrier may collect from or which the Company's underlying carrier(s) may impose on the Company for any services or facilities used to provide service, including but not limited to Special Access Surcharges and Switched Access Surcharges.

3.7 Rate Determination

The rate for a long distance call which is charged on a per minute basis may be determined by:

- (a) The locations of the originating (calling) station and the terminating (called) station;
- (b) Minutes of use;
- (c) Length of the contract agreed to by the Customer; and
- (d) The minimum dollar commitment for which the Customer has agreed.

The specific factors which apply to a given call and their application are listed in the rate section applicable to that type of call.

3.7.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate

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is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

3.8 Service Offerings

3.8.1 AFN Switched Long Distance Service

AFN Switched Long Distance Service is a usage based direct dialed interexchange service which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six(6) second increments. All charges are billed monthly in arrears.

3.8.2 AFN Switched Toll-Free Service

AFN Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the United States which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to American Fiber Network, Inc.'s Customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.8.3 AFN Dedicated Long Distance Service

AFN Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.8.4 AFN Dedicated Toll Free Service

AFN Dedicated Toll Free Service provides inbound '800/888' calling to points terminating within the State of Florida utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888' calls are billed to the Company's Customers

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rather than to the originating caller. Calls are billed in six (6) second increments with an initial call duration of eighteen (18) seconds. All charges are billed monthly in arrears.

3.8.5 AFN Advantage Travel Card Service

AFN Travel Card Service is a calling card service that allows Customers to call to and from anywhere in the United States. The caller dials a Toll-Free number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in arrears.

3.8.6 All Calls Service

All Calls Service offers lower long distance rates to the Company's Local Service, ISDN-PRI, and/or VPX Customers.

3.8.7 Operator Services

Operator Service rates apply when calls are completed with the assistance of a Company operator. Operator Service rates apply to calls which are billed to a calling card or to a different telephone number (e.g., collect calls, third party billing).

3.8.8 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting Customer. Nonpublished telephone number information is not provided with Directory Assistance.

3.9 Optional Features

3.9.1 Diskette Billing

Diskette Billing is a software application that gives Customers the ability to view and analyze long distance calls and call patterns, and to view phone bills on-line. Diskette Billing is especially useful

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for those Customers with a high volume of long distance phone calls.

3.9.2 Direct Termination Overflow (DTO) Dedicated Service

With DTO Dedicated Service, Customers can choose to have their dedicated Toll Free service overflow automatically to another dedicated facility of their choosing.

3.9.3 Direct Termination Overflow (DTO) Switched Service

With DTO Switched Service, Customers can choose to have their dedicated Toll Free service overflow automatically to a switched line of their choosing.

3.9.4 Premium Reports

The Premium Report Package provides in-depth information regarding calling patterns and includes:

- (a) Standard Reports (including optional)
- (b) Toll Free Summary Data (listing the daily call totals by rate period/cost per toll free number)
- (c) Long Call Summary (listing all calls occurring during a billing cycle that exceed a specified length of time.)
- (d) Frequently Called Summary (listing all ANIs called more than a specified number of times).

3.9.5 Toll Free Call Blocking by Area Code

At the Customer's request, a Toll Free number can be blocked from access by area code parameters. Standard setup of Toll Free numbers is to allow calling access from all fifty states.

3.9.6 Toll Free Real Time Automatic Number Identification (ANI)

Issued: January 10, 2000

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3.0 LONG DISTANCE SERVICES - (cont.)

This feature provides Customers with dedicated T-1 trunks real time ANI information with each Toll Free call received. ANI is provisioned by delivering the outpulsed digits of the originating number.

3.9.7 Toll Free Dialed Number Identification Service (DNIS)

This feature provides the Customer with the dialed number identification, or dummy number, of each Toll Free received.

3.9.8 Toll-Free Time of Day/Day of Week Routing

At the Customer's request, a Toll-Free number can be routed differently based on time of day, or day of week parameters. This feature allows for a Toll-Free/888 number to be routed to multiple locations based on the pre-set pattern.

3.9.9 Verified Account Codes

Authorization codes used by the Customer to restrict and/or monitor long distance usage. Upon the Customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

3.9.10 Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA

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3.0 LONG DISTANCE SERVICES - (cont.)

Tariff No. 4

FORMULA:

The square root of:

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

3.10 Initial Rates and Charges

3.10.1 AFN Switched Long Distance Service Rate

Per Minute Rate

A	B	C	D	E	F	G	H	I	J	K	L
\$ 0.060	\$ 0.065	\$ 0.070	\$ 0.075	\$ 0.080	\$ 0.085	\$ 0.090	\$ 0.095	\$ 0.100	\$ 0.105	\$ 0.110	\$ 0.115
M	N	O	P	Q	R	S	T	U	V	W	X
\$ 0.120	\$ 0.125	\$ 0.130	\$ 0.135	\$ 0.140	\$ 0.145	\$ 0.150	\$ 0.155	\$ 0.160	\$ 0.165	\$ 0.170	\$ 0.175

Monthly Billing Fee
\$0.00-\$8.00

3.10.2 AFN Switched Toll Free Service Rate

Per Minute Rate

A	B	C	D	E	F	G	H	I	J	K	L
\$ 0.060	\$ 0.065	\$ 0.070	\$ 0.075	\$ 0.080	\$ 0.085	\$ 0.090	\$ 0.095	\$ 0.100	\$ 0.105	\$ 0.110	\$ 0.115
M	N	O	P	Q	R	S	T	U	V	W	X
\$ 0.120	\$ 0.125	\$ 0.130	\$ 0.135	\$ 0.140	\$ 0.145	\$ 0.150	\$ 0.155	\$ 0.160	\$ 0.165	\$ 0.170	\$ 0.175

Monthly Billing Fee
\$0.00-\$8.00

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3.0 LONG DISTANCE SERVICES - (cont.)

3.10.3 AFN Dedicated Long Distance Rate-Flat rate plans

Per Minute Rate

A	B	C	D	E	F	G	H	I	J	K	L
\$0.0375	\$0.040	\$0.045	\$0.050	\$0.055	\$0.060	\$0.065	\$0.070	\$0.075	\$0.080	\$0.085	\$0.090

Monthly Billing Fee
\$0.00-\$8.00

3.10.4 AFN Dedicated Toll Free Service Rate-Flat rate plans

Per Minute Rate

A	B	C	D	E	F	G	H	I	J	K	L
\$0.0375	\$0.040	\$0.045	\$0.050	\$0.055	\$0.060	\$0.065	\$0.070	\$0.075	\$0.080	\$0.085	\$0.090

Monthly Billing Fee
\$0.00-\$8.00

3.10.5 AFN Travel Card Service Rate

Per Minute Rate
\$0.10-\$0.75

Monthly Billing Fee
\$0.00-\$8.00

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3.0 LONG DISTANCE SERVICES - (cont.)

3.10 Initial Rates and Charges (Cont.)

3.10.1 AFN Switched Long Distance Service Rate (Cont.)

3.10.6 Optional Features

	<u>Installation Charge</u>	<u>Monthly Rate</u>
Verified Account Codes (1-499)	\$ 30.00	\$ 15.00
Verified Account Codes (500+)	Custom	Custom
Toll Free		
Directory Listing	\$ 18.00	\$ 15.00
Call Blocking/Area Code (per change)	\$100.00	\$ 0.00
Time of Day/Day of Week Routing (per change)	\$100.00	\$ 35.00
Real Time ANI	\$200.00	\$100.00
DNIS Sending	\$ 75.00	\$ 35.00
Overflow to Dedicated	\$ 50.00	dedicated rate
Overflow to Switched	\$ 50.00	switched rate
Premium Billing	\$ 10.00	\$ 7.50
Diskette Billing	\$ 30.00	\$ 25.00

3.10.7 Operator Service Rates

	<u>Charges</u>
0 + Calling Card	\$1.75
0 + Credit Card	\$1.75
0 - Calling Card	\$3.45
0 - Credit Card	\$3.45
Person - Person Calling Card	\$9.95
Person - Person Credit Card	\$9.95
Collect	\$4.95
Person - Person Collect	\$9.95
Third Party	\$5.50
Person - Person Third Party	\$9.95

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3.0 LONG DISTANCE SERVICES - (cont.)

Miles	DAY		EVENING		NIGHT/WEEKEND	
	Initial	Each add'l	Initial	Each add'l	Initial	Each add'l
	Minute	minute	Minute	minute	Minute	minute
0-10	\$ 0.2000	\$ 0.1900	\$ 0.2000	\$ 0.1900	\$ 0.2000	\$ 0.1900
11-22	\$ 0.2400	\$ 0.2300	\$ 0.2400	\$ 0.2300	\$ 0.2400	\$ 0.2300
23-55	\$ 0.2800	\$ 0.2700	\$ 0.2800	\$ 0.2700	\$ 0.2800	\$ 0.2700
56-124	\$ 0.3200	\$ 0.3100	\$ 0.3200	\$ 0.3100	\$ 0.3200	\$ 0.3100
125-292	\$ 0.3600	\$ 0.3500	\$ 0.3600	\$ 0.3500	\$ 0.3600	\$ 0.3500
293-430	\$ 0.4100	\$ 0.4000	\$ 0.4100	\$ 0.4000	\$ 0.4100	\$ 0.4000
430+	\$ 0.4500	\$ 0.4300	\$ 0.4500	\$ 0.4300	\$ 0.4500	\$ 0.4300

3.10.8 Directory Assistance Rates

\$1.10 per call

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4.0 AFN PREPAID PHONE CARD SERVICES

4.1 Service Description

AFN Prepaid Phone Card Service provides a User with prepaid calling service for long distance calling within the State of Florida. Prepaid Phone Card Service provides universal origination and termination from and to anywhere within the state. A call is placed by dialing an 800 number to obtain access to AFN's network. The caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number.

The Company's processor tracks the call duration and destination for rating purposes on a real time basis, such that the cards are decremented as used in one minute increments or units. The total charge for the call, which includes applicable taxes, surcharges and set up, is deducted from the prepaid amount on the user's card.

Special features are available for use with the AFN Prepaid Phone Card. These features include speed calling capability for two-digit dialing of up to ten numbers. In addition, multiple calls can be made without re-dialing an access number or account number.

AFN Prepaid Phone Cards are available at a face value ranging from five (5) minutes to five hundred (500) minutes and can be purchased by the User at a variety of retail outlets or through other distribution channels. All prepaid calling cards are issued with a minimum of a twelve (12) months expiration date.

4.1.1 Prepaid Phone Card Service

To place a long distance call using the Prepaid Phone Card the user dials the toll free 800 access number provided on the back of the card (to access the debit calling platform), enters the card identification number, and then dials the terminating phone number. The platform monitors usage and advises the user of remaining time at the final one minute and at the final thirty (30) second increments. The platform also advises the user immediately prior to exhaustion of the allotted time for the card. The user may recharge

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a card or by entering a valid commercial credit card number. Users may also add value to an AFN Prepaid Phone Card by arranging to charge a credit card on a regular basis.

Instructions for using the Prepaid Phone Card are detailed on the reverse side of the calling card.

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4.0 AFN PREPAID PHONE CARD SERVICES

4.2 Application of Rates

Calls processed by the Company are rated and charged in increments of one 'units'. One unit equals one minute of usage. Calls are generally rated using the rate plan designated and chosen for the particular card being utilized to place a call.

Chargeable time begins when the called party answers and a connection has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Calls are measured and billed in one-minute increments; fractional minutes of use are rounded up to the next full minute. Consumers using the Company's Prepaid Phone Cards will not be charged for unanswered or uncompleted calls. The Company may enter into agreements with retailers or other distributors of the Company's Prepaid Phone Cards to discount the price of cards purchased by a particular retailer or other distributor in order to induce the distributor to offer the cards to End Users. These distribution arrangements will not affect a change in the rates listed in this tariff.

All rates apply to intrastate calls. Cards are available in \$5, \$10, \$20, \$30, \$50, and \$100 except as otherwise noted. An 800 number for Customer service is listed on the back of the card. All rate and Company contact information is prominently displayed at the dispenser location and is available from the Company via the 800 customer service number.

4.2 Application of Rates

4.2.1 Other Taxes and Surcharges

The Customer will be charged for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

The Customer agrees to pay to the Company the amount

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of any Surcharge which a Local Exchange Carrier or Payphone Provider may collect from or which the Company's underlying carrier(s) may impose on the Company for any services or facilities used to provide service, including but not limited to Special Access Surcharges and Switched Access Surcharges.

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4.0 AFN PREPAID PHONE CARD SERVICES - (cont.)

4.3 Initial Rates and Charges

Each retail location will be clearly marked with applicable rate for the card being purchased. For call placed anywhere in the state of Florida, the following rates apply:

4.3.1 AFN Prepaid Phone Card Service Rates

Rate Plans

Rate per minute

\$0.50	No Call Set Up Fee
\$0.35	
\$0.25	

Call Set Up

Per Call	\$1.00 Maximum
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Monthly Maintenance Fee

Per Month	\$1.00 Maximum
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