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NEW YORK, NY 10022-9998  
(212) 758-9500 FAX (212) 758-9526

June 5, 2000

VIA OVERNIGHT DELIVERY

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

000695-TX

Re: Application of Looking Glass Networks, Inc. for Authority to Provide Alternate Local Exchange Telecommunications Services in the State of Florida

Dear Ms. Bayo:

Enclosed for filing on behalf of Looking Glass Networks, Inc. ("LGN"), please find an original and six (6) copies of LGN's Application for Authority to Provide Alternate Local Exchange Telecommunications Services in the State of Florida. Also enclosed please find a check for \$250.00 to cover the Commission's filing fee.

Please date-stamp the enclosed extra copy of this filing and return it in the enclosed self-addressed, postage prepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,



Christopher R. Day

Counsel to Looking Glass Networks, Inc.

Enclosures

cc: Jodi J. Caro (LGN)

Check received with filing and forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

HH

DOCUMENT NUMBER-DATE

06854 JUN-68

FPSC-RECORDS/REPORTING

## APPLICATION

1. This is an application for  (check one):

**Original certificate** (new company).

**Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

**Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

**Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Looking Glass Networks, Inc. ("LGN" or "Applicant")

3. Name under which the applicant will do business (fictitious name, etc.):

Looking Glass Networks, Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

18 W. 140 Butterfield Rd., 16<sup>th</sup> Floor

Oakbrook Terrace, IL 60181

Telephone: (630) 242-2000

Facsimile: (630) 242-2001

5. Florida address (including street name & number, post office box, city, state, zip code):

LGN does not have a Florida address. LGN's registered agent in Florida is Lexis

Document Services, Inc., 3953 W. W. Kelley Rd., Tallahassee, FL 32311.

6. Structure of organization:

- Individual                       Corporation  
 Foreign Corporation       Foreign Partnership  
 General Partnership       Limited Partnership  
 Other \_\_\_\_\_

7. **If individual**, provide:

**Name:** Not applicable.

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

8. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State corporate registration number:**

Not applicable.

9. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State corporate registration number:**

Document Number F00000002998

10. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

Not applicable.

11. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:**

**Not applicable.**

12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

**Name: Not applicable.**

**Title: \_\_\_\_\_**

**Address: \_\_\_\_\_**

**City/State/Zip: \_\_\_\_\_**

**Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_**

**Internet E-Mail Address: \_\_\_\_\_**

**Internet Website Address: \_\_\_\_\_**

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number: Not applicable.**

14. Provide **F.E.I. Number** (if applicable): **36-4359168**

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. **Provide explanation.**

**None of LGN's officers, directors, or ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or any crime nor are any such proceedings pending.**

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

**None.**

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16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

**Name: Christopher R. Day, Esq.**

**Title: Counsel for the Applicant; Swidler Berlin Shereff Friedman, LLP**

**Address: 3000 K Street, N.W., Suite 300**

**City/State/Zip: Washington, D.C. 20007-5116**

**Telephone No.: (202) 424-7865 Fax No.: (202) 424-7643**

**Internet E-Mail Address: crday@swidlaw.com**

**Internet Website Address: <http://www.swidlaw.com>**

(b) Official point of contact for the ongoing operations of the company:

**Name: Jodi J. Caro**

**Title: General Counsel**

**Address: 18 W. 140 Butterfield Rd.**

**City/State/Zip: Oakbrook Terrace, IL 60181**

**Telephone No.: (630) 242-2015 Fax No.: (630) 242-2001**

**Internet E-Mail Address: jodi.caro@lglass.net**

**Internet Website Address:** http://www.lglass.net

(c) Complaints/Inquiries from customers:

**Name:** Jodi J. Caro

**Title:** General Counsel, Looking Glass Networks, Inc.

**Address:** 18 W. 140 Butterfield Road, 16<sup>th</sup> Floor

**City/State/Zip:** Oakbrook Terrace, IL 60181

**Telephone No.:** (630) 242-2000

**Fax No.:** (630) 242-2001

**Internet E-Mail Address:** jodi.caro@lglass.net

**Internet Website Address:** http://www.lglass.net

**LGN intends to address customer complaints and billing inquiries through the following toll-free customer service number, which will be available twenty-four (24) hours a day, seven (7) days a week: (877) 881-8890.**

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

**LGN has not operated as an alternative local exchange company in any state.**

(b) has applications pending to be certificated as an alternative local exchange company.

**LGN has applications pending for authorization to provide non-switched dedicated and private line, high capacity telecommunications services in California, the District of Columbia, Georgia, Illinois, Massachusetts, New Jersey, New York and Texas.**

(c) is certificated to operate as an alternative local exchange company.

**LGN is not yet certificated in any state.**

- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

**LGN has not been denied authority to operate in any state.**

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

**No regulatory penalties have been imposed against LGN for violations of telecommunications statutes in any state.**

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

**LGN has not been involved in any civil court proceedings with any interexchange carrier, local exchange company, or other telecommunications entity.**

18. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

**See Exhibit 3.**

**NOTE:** *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. **See Exhibit 2.**
  2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service. **See Exhibit 2.**
  3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations. **See Exhibit 2.**
- B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. **See Exhibit 4.**
- C. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. **See Exhibit 4.**

**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL**

*John J. Case*  
Signature

5-16-00  
Date

General Counsel/Vice President  
Title

(630) 242-2015  
Telephone No.

Address: 18 W. 140 Butterfield Rd., 16<sup>th</sup> Floor

(630) 242-2001  
Fax No.

Oakbrook Terrace, IL 60181

**ATTACHMENTS:**

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - INTRASTATE NETWORK
- C - AFFIDAVIT

## **APPENDICES**

- APPENDIX A**      Certificate Sale, Transfer, or Assignment Statement
- APPENDIX B**      Intrastate Network
- APPENDIX C**      Affidavit

## **EXHIBITS**

- EXHIBIT 1**      Certificate of Authority to Transact Business in the State of Florida
- EXHIBIT 2**      Explanation of Financial Capability
- EXHIBIT 3**      Financial Statements and Financing Commitment
- EXHIBIT 4**      Managerial and Technical Capability
- EXHIBIT 5**      Illustrative Price List

**CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT**

1. (Name) \_\_\_\_\_,

(Title) \_\_\_\_\_ of (Name of Company)

and current holder of Florida Public Service Commission Certificate Number # \_\_\_\_\_

\_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

- sale                      **\* Not applicable. LGN is applying for original authority.**
- transfer
- assignment

of the above-mentioned certificate.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
\_\_\_\_\_

**INTRASTATE NETWORK (if available)**

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

**1. POP:** Addresses where located. and indicate if owned or leased.

- |                             |          |
|-----------------------------|----------|
| 1) <u>To be determined.</u> | 2) _____ |
| _____                       | _____    |
| 3) _____                    | 4) _____ |
| _____                       | _____    |

**2. SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

- |                           |          |
|---------------------------|----------|
| 1) <u>Not applicable.</u> | 2) _____ |
| _____                     | _____    |
| 3) _____                  | 4) _____ |
| _____                     | _____    |

**3. TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP

OWNERSHIP

- |   |   |
|---|---|
| 1) <u>LGN will construct a non-switched fiber optic ring around the Miami metropolitan area that will support transmission capacity up to the level of OC-192. LGN will also provide the electronics necessary to "light" the fiber and provide lit bandwidth to customers.</u> | <u>LGN will own the fiber optic transmission facilities that it plans to construct in the State of Florida.</u> |
|   | _____   |
|   | _____   |

**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

**Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."**

**UTILITY OFFICIAL:**

Signature <u><i>[Handwritten Signature]</i></u>	_____	Date	_____
General Counsel/Vice President	_____	(630) 242-2015	_____
Title		Telephone No.	
Address: <u>18 W. 140 Butterfield Rd., 16<sup>th</sup> Floor</u>	_____	(630) 242-2001	_____
		Fax No.	
<u>Oakbrook Terrace, IL 60181</u>	_____		
_____			

**EXHIBIT 1**

**Certificate of Authority to Transact Business in the State of Florida**

# State of Florida



## Department of State

I certify from the records of this office that LOOKING GLASS NETWORKS, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on May 26, 2000.

The document number of this corporation is F00000002998.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

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

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-sixth day of May, 2000



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

FILED SECRETARY OF STATE DIVISION OF CORPORATIONS 20 MAY 26 PM 1:44

1. Looking Glass Networks, Inc. (Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware (State or country under the law of which it is incorporated) 3. N/A (FEI number, if applicable)

4. April 5, 2000 (Date of incorporation) 5. perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. upon qualification (Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.) 18 W. 140 Butterfield Rd., 16th Floor Oakbrook Terrace, IL 60181 (Current mailing address)

7. Any lawful act or activity for which corporations may be organized under the laws of the state of Delaware and as permitted under the Florida Corporation Act. (Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable) Name: Lexis Document Services Inc. Office Address: 3963 NW Kelley Rd. Tallahassee, Florida, 32311 (Zip code)

10. Registered agent's acceptance: Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent. Lexis Document Services Inc. By: [Signature] (Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

**A. DIRECTORS (Street address only - P.O. Box NOT acceptable)**

Chairman: See attached officers/directors rider

Address: \_\_\_\_\_  
\_\_\_\_\_

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**B. OFFICERS (Street address only - P.O. Box NOT acceptable)**

President: See attached officers/directors rider

Address: \_\_\_\_\_  
\_\_\_\_\_

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Secretary: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**NOTE:** If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. \_\_\_\_\_

[Signature]  
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. \_\_\_\_\_

John L. Carr / VP / Assistant Secretary  
(Typed or printed name and capacity of person signing application)

STATE OF TEXAS  
DIVISION OF CORPORATIONS  
00 MAY 26 PM 1:44

**LOOKING GLASS NETWORKS, INC.**

**Names and Addresses of Officers and Directors**

Lynn E. Refer  
731 N. Park Blvd.  
Glen Ellyn, IL 60137

**President and Director**

Sunit S. Patel  
205 Deer Run  
Ridgeland, Mississippi 39157

**Vice President, Treasurer, Secretary and Director**

Jodi F. Caro  
2203 Wicklow Rd.  
Naperville, IL 60564

**Assistant Secretary**

James N. Perry, Jr.  
2831 North Pine Grove  
Chicago, IL 60657

**Director**

Andrew E. Sinwell  
516 West Roscoe, Apt. 2  
Chicago, IL 60657

**Director**

Douglas C. Grissom  
350 West Belden, Apt. 312  
Chicago, IL 60614

**Director**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
000MMY26 PM 1:14

## **EXHIBIT 2**

### **Explanation of Financial Capability**

Looking Glass Networks, ("LGN"), is financially well-qualified to render the proposed telecommunications services discussed herein. LGN has been financed with approximately \$5 million dollars to fund its initial start-up phase. In addition, LGN has a financial commitment from Madison Dearborn Capital Partners, L.P. and its affiliates to provide additional financing up to an aggregate amount of more than \$194 million. Therefore, LGN has sufficient financial capability to provide and maintain its proposed service throughout Florida and meet its ownership obligations.

### **EXHIBIT 3**

#### **Financial Statements and Financing Commitment**

Looking Glass Networks, ("LGN"), is a new company, and as such, does not yet have audited financial statements. Therefore, LGN has attached hereto a copy of its most recent unaudited financial statements, signed by its chief executive officer and chief financial officer affirming that the statements are true and correct. LGN has also attached a copy of the financing commitment from Madison Dearborn.

**Looking Glass Networks, Inc.**

**Unaudited Balance Sheet**

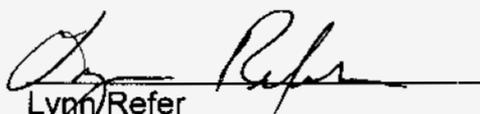
As of April 15th, 2000

Cash	5,000,000
Total Assets	5,000,000
Total Liabilities	-
Retained Earnings	-
Common Stock	5,000,000
Total Shareholders Equity	5,000,000
Total Liabilities and Shareholders Equity	5,000,000

Note: The company was incorporated on April 5th with an initial capitalization of \$5,000,000 and total equity commitment of \$200,000,000.

## VERIFICATION

We, Lynn Refer, Chief Executive Officer, and Sunit Patel, Chief Financial Officer of Looking Glass Networks, Inc., the Applicant in this proceeding, being duly sworn, do hereby declare that we are authorized to make this verification on behalf of Looking Glass Networks, Inc.; that Applicant does not yet have audited financial statements; and that the unaudited financial statements submitted with this Application are true and correct to the best of our knowledge, information, or belief.



Lynn Refer  
Chief Executive Officer  
Looking Glass Networks, Inc.



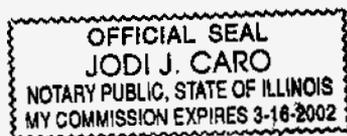
Sunit Patel  
Chief Financial Officer  
Looking Glass Networks, Inc.

Subscribed and Sworn to before me this  
30th day of May, 2000



Jodi J. Caro  
Notary Public

My Commission Expires: 3-16-02



MADISON DEARBORN PARTNERS, INC.

April 27, 2000

To Whom it May Concern:

The purpose of this letter is to confirm that Madison Dearborn Capital Partners III, L.P. and its affiliates (collectively, "MDCP") has committed to invest from time to time an aggregate up to \$194,133,333 in Looking Glass Networks, LLC (the "Company") subject to the satisfaction of certain funding conditions set forth in the definitive equity agreements among the Company, MDCP and certain other investors (including a condition that MDCP is satisfied in its sole discretion with the use of proceeds of each funding). As of the date hereof, MDCP has funded \$4,846,364 to the Company.

Sincerely,



James N. Perry  
Managing Director  
Madison Dearborn Partners III, L.P.

**EXHIBIT 4**

**Managerial and Technical Qualifications**

### **Lynn E. Refer**

Prior to founding Looking Glass Networks, Mr. Refer served as Senior Vice President of Network Planning and Engineering at MCI WorldCom from April 1999 until March 2000. He was responsible for North American transmission, data and switched services planning/engineering, and technical facilities planning/engineering. Mr. Refer also managed network provisioning and network switched translations for the company's long-distance and local networks. From April 1997 to March 1999, he served as Vice President and then Senior Vice President of Planning, Development and Business Analysis at WorldCom, and following its merger with MCI, its post-merger entity, MCI WorldCom. In this capacity, he directed the Network Development, Capital Planning, M&A Support, Procurement and Quality Assurance activities of the company.

Prior to the merger of MFS Communications and WorldCom, Mr. Refer was a Senior Vice President of Development at MFS Communications Company where he was responsible for construction, real estate, and network development. Before joining MFS in 1993, Mr. Refer was a Director at Ameritech. Mr. Refer has a Bachelors of Science from Iowa State University College of Engineering and a Master of Management degree from Northwestern University. He is also a Certified Public Accountant.

### **Jodi J. Caro**

Prior to joining Looking glass Networks, Ms. Caro was an in-house attorney with MCI WorldCom, Inc. In 1993, she joined MCI WorldCom's predecessor company, MFS Communications, where she initially provided legal support to the Sales and Network Development Department. In this capacity, she provided legal advice on all aspects of customer and carrier sales, network development, and construction matters. In December 1993, Ms. Caro became Counsel for Development and focused on legal issues associated with the development, construction, engineering, and operations of local fiber optic networks.

After the merger of WorldCom and MFS in December 1996, Ms. Caro's duties were expanded to include support of long distance, technology, and network procurement matters. Similarly, after the merger of WorldCom and MCI, she began providing primary legal support for building access and collocation in addition to her network and procurement duties. Ms. Caro also provided legal support for MCI WorldCom's undersea cable projects.

Ms. Caro has also counseled municipalities and governmental agencies in the United States and internationally on rights-of-way matters. She has been a member of the National Association of Telecommunications Officers and Advisors, the International Right-of Way Association, the Federal Communications Bar Association, and various state and national bar associations. Prior to entering the telecommunications industry, Ms. Caro was an Associate General Counsel at Convenient Food Mart, Inc. in Chicago. She received a Bachelor of Arts degree from Marquette University and her law degree from Chicago-Kent College of Law.

### **Joseph Stockhausen**

Prior to joining Looking Glass Networks, Mr. Stockhausen led the Strategic Planning and Business Analysis group at MCI WorldCom from 1998 to March 2000. His responsibilities included analyzing and creating business plans for the nationwide expansion and introduction of new technology for the company's local and long distance networks. In this capacity, Mr. Stockhausen supported the Corporate Development Department at MCI WorldCom Fund in analyzing potential acquisitions and strategic investments. He also negotiated and analyzed a wide variety of right-of way and network agreements.

From 1996 to 1997, Mr. Stockhausen was Director of Finance, Forecasting and Budgeting for WorldCom, MCI WorldCom's predecessor company. His responsibilities included financial reporting, forecasting of financial results, capacity planning, budgets, strategic planning and billing. From 1991 to late 1996, Mr. Stockhausen served first as Director of Financial Planning and Analysis and later as Director of National Planning for MFS Communications, which merged in WorldCom in late 1996. In his capacity as Director of National Planning, Mr. Stockhausen had responsibility for developing all of the strategic plans associated with equity and debt offerings for the company, including a secondary primary offering and high yield debt offering. He also oversaw the development of financial models for tracking Cost of Capital and Risk Analysis for the company.

Prior to joining MFS Communications in 1991, Mr. Stockhausen was a Manager of Accounting at Telesphere Communications and worked in public accounting. He received his Bachelors of Science Degree in Accounting from the University of Illinois-Chicago.

### **John R. Carruth**

Prior to joining Looking Glass Networks, Mr. Carruth was the Vice President of Implementation Engineering for MCI WorldCom from 1998 to March 2000. He managed 335 employees and 450 contractors responsible for the engineering of the company's local transport, voice and data switches, DACS, DSL, timing, IDLC and telemetry. In this capacity, Mr. Carruth handled a capital requirement in excess of \$1.2 billion annually. From 1997 to 1998, Mr. Carruth served as Vice President of Network Planning and Capacity Management where he directed network planning, traffic engineering, provisioning, ILEC collocation and capacity management for WorldCom's local switched voice network. From 1995 until late 1996, Mr. Carruth served as Director of Network Planning for MFS Communications prior to its merger with WorldCom. In this position, Mr. Carruth developed the first network planning organization responsible for interconnection between the company's local switched network and the ILECs. He was also instrumental in developing interconnection requirements for competitive local services and supported the company's regulatory activities in this area.

Mr. Carruth was the Manager of Network Design/Technology for Century Telephone from 1990 to 1995. In this position, his responsibilities included technology deployment for the Company's network, including Frame Relay, ATM, AIN, ADSL, HDSL, FTTC, and Hybrid Fiber/Coaxial Systems. He also managed all inside and outside plant development.

Mr. Carruth is also a member of the National Services Advisory Counsel sponsored by the United States Telephone Association. He received an Associate Degree from the United Electronic Institute in Oklahoma City.

### **Sunit S. Patel**

Prior to founding Looking Glass Networks, Mr. Patel was Treasurer of MCI WorldCom and its predecessor companies, WorldCom and MFS Communications Company, from 1994 to March 2000. In addition to the typical treasury responsibilities of financing, cash management and handling the Company's \$20 billion debt portfolio, he oversaw financial planning, budgeting, management reporting systems and risk management activities. Mr. Patel handled all aspects of the Company's capital expenditures, including capital allocation, approvals, budgeting and reporting.

Mr. Patel also played a key role in groundbreaking mergers and acquisitions, such as MFS Communications, MCI and Sprint. Mr. Patel has extensive capital raising experience aggregating to tens of billions of dollars in all credit sectors (B, BB, BBB and A), as well as in credit and equity markets, including bank, bond, vendor, project, preferred and equity. Mr. Patel also managed the Company's relationships with over 80 banks, rating agencies and fixed-income analysts. He served on the Board of Directors for the Gemini submarine cable project from its inception until March 2000.

Mr. Patel was responsible for corporate development and strategic planning at BJ Services Company in Houston from 1990 to 1994. From 1985 to 1990 he served in various capacities at the investment banking firm of Inverness Group in both Houston and New York. Mr. Patel is a Chartered Financial Analyst ("CFA") and attended Rice University where he received a Bachelor of Science in Chemical Engineering and Economics.

### **Stacy V. Jenkins**

Mr. Jenkins has over 24 years experience in the telecommunications industry with a particular emphasis in design, engineering and construction of switching, transmission and network management facilities. Prior to joining Looking Glass Networks, Mr. Jenkins was the President of MFS Network Technologies, Inc. a/k/a Adesta Communications, Inc. from 1998 to March 2000. In this role, Mr. Jenkins led a \$300 million organization of 700 engineers, construction management, and support personnel designing, engineering and constructing networks for many of the premier telecommunications companies throughout the United States.

Prior to assuming the President's duties, Mr. Jenkins worked as Senior Vice President of Operations for MFS, directing over \$1 billion in new network design and implementation efforts in over 65 markets for MFS Communications, WorldCom, MCI WorldCom and large enterprise networks for various commercial and governmental customers. Mr. Jenkins also served as Vice President of Engineering and Estimating for the Company during his ten year tenure with MFS. Significant accomplishments in these roles included project management and implementation of the Iowa Communications Network, a nationally recognized 3,000 mile fiber optic network connecting population centers throughout the State of Iowa with a state-of-the-art telecommunications and distance learning system. Mr.

Jenkins also oversaw the management of other turnkey networks for the Commonwealth Edison Company of Illinois, the State of Connecticut and others.

Mr. Jenkins has also served as Division Manager with Comstock Communications Company, Inc. and as Area Manager with Henkels and McCoy, Inc. where he managed engineering and construction activities for telecommunications companies, private enterprise, and governmental organizations throughout most of the United States. Mr. Jenkins attended the University of Missouri and has completed many management and technical seminars throughout his career.

### **Daniel E. Neppi**

Mr. Neppi is the Vice President, Network Construction for Looking Glass Networks, Inc. Mr. Neppi joined the company in April of 2000. In this position, he manages and directs the design and construction of city networks throughout the country.

Prior to joining Looking Glass Networks, Mr. Neppi was with MFS Network Technologies (a.k.a. Adesta Communications) from 1987 to 2000 where he was the Vice President, Construction. In this position, he oversaw the construction of multiple telecommunications projects throughout the Central and Eastern U.S. Mr. Neppi held numerous other positions with increasing levels of responsibility at MFS, including Construction Superintendent, Contracts Manager, Project Manager, Area Director, and Director of Contracts.

Mr. Neppi has also held positions in field installation, supervision, and estimating capacities for Civil, Architectural, and Telecommunications Contractors.

Mr. Neppi holds a Bachelor of Science degree in Construction Engineering from Iowa State University. He is 37 years old and resides in Omaha, Nebraska with his wife and three children.

### **Dennis G. Templeton**

Prior to joining Looking Glass Networks as Vice President of Implementation Engineering, Mr. Templeton was the Vice President of Engineering with MFS Network Technologies (a.k.a. Adesta Communications) from November 1998 to May 2000. In this position, he oversaw the design, engineering, and implementation of multiple telecommunications projects throughout the U.S. From 1993 to 1998, Mr. Templeton held numerous other positions with increasing levels of responsibility at MFS, including Director of Engineering, Engineering Project Manager, and Systems Engineer. He developed and expanded an organization with responsibility for all inside plant standards, design, and implementation for MFS Network Technologies.

Mr. Templeton held numerous positions during his tenure with Northwestern Bell Telephone Company and US West Communications from 1979 to 1993. Some of his responsibilities included point to point microwave radio system engineering, fiber optic system engineering, and upgrading analog systems to digital systems. He also performed maintenance and operation duties while assigned to the field.

Mr. Templeton began his career in communications while serving in the United States Air Force from 1971 to 1975. Mr. Templeton attended Metropolitan Community College in Omaha, Nebraska. He currently resides in Omaha with his son and daughter.

**EXHIBIT 5**

**Illustrative Price List**

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, service standards, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Looking Glass Networks, Inc., with principal offices at 18 W. 140 Butterfield Road, 16<sup>th</sup> Floor, Oakbrook Terrace, Illinois 60181. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Looking Glass Networks, Inc.  
18 W. 140 Butterfield Road, 16<sup>th</sup> Floor  
Oakbrook Terrace, Illinois 60181

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**CHECK SHEET**

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original	46	Original
17	Original	47	Original
18	Original	48	Original
19	Original	49	Original
20	Original	50	Original
21	Original	51	Original
22	Original	52	Original
23	Original	53	Original
24	Original	54	Original
25	Original	55	Original
26	Original	56	Original
27	Original	57	Original
28	Original	58	Original
29	Original		
30	Original		

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**CHECK SHEET (Cont'd)**

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
59	Original	90	Original
60	Original	91	Original
61	Original	92	Original
62	Original	93	Original
63	Original	94	Original
64	Original	95	Original
65	Original	96	Original
66	Original	97	Original
67	Original	98	Original
68	Original	99	Original
69	Original	100	Original
70	Original	101	Original
71	Original	102	Original
72	Original	103	Original
73	Original	104	Original
74	Original	105	Original
75	Original	106	Original
76	Original	107	Original
77	Original	108	Original
78	Original	109	Original
79	Original	110	Original
80	Original	111	Original
81	Original	112	Original
82	Original		
83	Original		
84	Original		
85	Original		
86	Original		
87	Original		
88	Original		
89	Original		

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**TABLE OF CONTENTS**

	<u>Sheet</u>
TITLE SHEET	1
CHECK SHEET	2
TABLE OF CONTENTS	4
1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST	6
1.1 Application of Price List	7
1.2 Price List Format Sheets	7
1.3 Definitions	8
2. RULES AND REGULATIONS	
2.1 Undertaking of the Company	14
2.2 Prohibited Uses	27
2.3 Obligations of the Customer	28
2.4 Customer Equipment and Channels	32
2.5 Payment Arrangements	35
2.6 Allowances for Interruptions in Service	43
2.7 Use of Customer's Service by Others	48
2.8 Cancellation of Service	49
2.9 Transfers and Assignments	50
2.10 Notices and Communications	51
2.11 Operator Services Rules	52
2.12 Introduction	53
2.13 Charges Based on Duration of Use	53
2.14 Rates Based Upon Distance	54

---

Issued: June 6, 2000

Effective:

Issued By: Jodi J. Caro, General Counsel  
Looking Glass Networks, Inc.  
18 W. 140 Butterfield Road, 16<sup>th</sup> Floor  
Oakbrook Terrace, Illinois 60181

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**TABLE OF CONTENTS (CONT'D)**

	<u>Sheet</u>
3. BASIC SERVICES AND RATES	
3.1 Exchange Service List	57
3.2 Dedicated Access Service - Voice Grade	58
3.3 Individual Contract Basis Agreements	59
3.4 Temporary Promotional Programs	60
4. NON BASIC SERVICES AND RATES	
4.1 Dedicated Access Service	61
4.2 Frame Transport service	64
4.3 Looking Glass Private Line Access Service	68
4.4 Dim Fiber	108
4.5 Dark Fiber	109
4.6 Special Construction	110
4.7 Service Calls	112

---

Issued: June 6, 2000

Effective:

Issued By: Jodi J. Caro, General Counsel  
Looking Glass Networks, Inc.  
18 W. 140 Butterfield Road, 16<sup>th</sup> Floor  
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**EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS PRICE LIST**

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

- D Delete or discontinue.
- I Change resulting in an increase to a customer's bill.
- M Moved from another price list location.
- N New.
- R Change resulting in a reduction to a customer's bill.
- T Change in text or regulation, but no change in rate or charge.

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Looking Glass Networks, Inc.'s registered agent in the State of Florida is HIQ Corporate Services, Inc., 526 East Park Avenue, Suite 200, Tallahassee, FL 32301.

### **PRICE LIST FORMAT SHEETS**

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

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**DEFINITIONS**

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

**Access Line:** An arrangement which connects the customer's location to LGN network switching center.

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

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

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

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

**Call Back/Camp On:** Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

**Call Forwarding:**

**Call Forwarding Station:** Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

**Call Forwarding System:** Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

**Call Forwarding Remote:** This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

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**DEFINITIONS (CONT'D)****Call Forwarding (cont'd)**

**Call Forwarding Busy:** Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

**Call Forwarding Don't Answer:** Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

**Call Forwarding Variable Limited:** When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

**Call Forwarding Variable Unlimited:** The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

**Call Hold:** Allows the user to hold one call for any length of time provided that neither party goes on-hook.

**Call Park:** Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

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**DEFINITIONS (CONT'D)**

**Call Pickup:** Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

**Call Transfer:** Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

**Call Waiting:** Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

**Communications Services:** The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

**Company or Carrier:** Looking Glass Networks, Inc. ("LGN"), the issuer of this price list.

**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 a.m. up to but not including 5:00 p.m. local time Sunday through Friday.

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

**Direct Inward Dial (or "DID"):** A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

**Direct Outward Dial (or "DOD"):** A service attribute that allows individual station users to access and dial outside numbers directly.

**Do Not Disturb:** Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

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

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

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**DEFINITIONS (CONT'D)**

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

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

**Holidays:** LGN's recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Ground Hog Day, St. Patrick's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

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

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

**Joint User:** A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by LGN and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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

**Last Number Redial:** Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

**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. Price list F.C.C. No. 4.

**Mbps:** Megabits, denotes millions of bits per second.

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

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**DEFINITIONS (CONT'D)**

**Night/Weekend:** From 11:00 p.m. up to but not including 8:00 a.m. Sunday through Friday, and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

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

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

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

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

**Speed Calling:** Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

**System:** Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

**Station:** Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

**Three-Way Calling:** Allows a station line user to add a third party to an existing conversation.

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**DEFINITIONS (CONT'D)**

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

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

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**2. RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.1 Scope

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

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

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**2. RULES AND REGULATIONS (CONT'D.)**

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 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.

2.1.2.2 The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's 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.

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**2. RULES AND REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 In any action between the parties to enforce any provision to this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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**2. RULES AND REGULATIONS(CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.5 Service may be terminated upon written notice to the Customer if:

- A. the Customer is using the service in violation of this price list; or
- B. the Customer is using the service in violation of the law.

2.1.3.6 This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

2.1.3.7 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

2.1.3.8 To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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## 2. RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, 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 2.6. 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, the acts or omissions or negligence, except for willful neglect or willful default of the Company's employees or agents.

2.1.4.2 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.

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**2. RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Liability of the Company (Cont'd)**

2.1.4.3 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 except where contracted by the Company.

2.1.4.4 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.

2.1.4.5 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 2.1.4.5 as a condition precedent to such installations.

2.1.4.6 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.

2.1.4.7 The Company shall not be liable for 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.

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**2. RULES AND REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by 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.

2.1.4.9 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.

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**2. RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.5 Notification of Service-Affecting Activities**

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

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**2. RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

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

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

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**2. RULES AND REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment.

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**2. RULES AND REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

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**2. RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.8 Special Construction**

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

- 2.1.8.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2.1.8.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.4 in a quantity greater than that which the Company would normally construct;
- 2.1.8.5 on an expedited basis;
- 2.1.8.6 on a temporary basis until permanent facilities are available;
- 2.1.8.7 involving abnormal costs; or
- 2.1.8.8 in advance of its normal construction.

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**2. RULES AND REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

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

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**2. RULES AND REGULATIONS (CONT'D)**

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PSC regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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**2. RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- 2.3.1.1 the payment of all applicable charges pursuant to this price list;
- 2.3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.3.1.4 any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company subject to, the Customer's prior approval. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**2. RULES AND REGULATIONS (CONT'D)**

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

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

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**2. RULES AND REGULATIONS (CONT'D)**

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be reasonably required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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

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

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**2. RULES AND REGULATIONS (CONT'D)**

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

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

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**2. RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

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

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**2. RULES AND REGULATIONS (CONT'D)**

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 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 subject to the Customer's approval.

2.4.3.2 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 price lists of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this price list may be connected to customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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**2. RULES AND REGULATIONS (CONT'D)**

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 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.

2.4.4.2 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.

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**2. RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.5.2 Billing and Collection of Charges

2.5.2.1 Non-recurring charges are due and payable from the Customer within 15 days after the invoice date.

2.5.2.2 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 15 days after the invoice date. Usage charges will be billed after the month in which the charges are incurred. Charges will be due and payable within 15 days after the invoice date.

2.5.2.3 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.

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**2. RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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 price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 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 receipt, 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 of 1.5% per month.

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**2. RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

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

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**2. RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

2.5.4.1 To safeguard its interests, the Company may require a 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:

- A. two month's charges for a service or facility which has a minimum payment period of one month; or
- B. 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 the termination charge is applicable.

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

2.5.4.3 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 will refund the deposit or credit it to the Customer's account.

2.5.4.4 Deposits held will accrue interest at a rate specified by the Florida Public Service Commission.

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**2. RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.

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

2.5.5.3 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.

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**2. RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.4 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.

2.5.5.5 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.

2.5.5.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, 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 price list, 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).

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**2. RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.6 Cancellation of Application for Service**

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

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

2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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**2. RULES AND REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

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

2.5.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices.

2.5.9 Disputed Bills

The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. Customer has the option to address concerns with the Florida Public Service Commission:

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

Or the Customer may reach the Company through its Consumer Assistance Hotline at: 888-961-8800.

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## 2. RULES AND REGULATIONS (CONT'D)

### 2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

#### 2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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**2. RULES AND REGULATIONS (CONT'D)**

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

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

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one cumulative interruption.

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**2. RULES AND REGULATIONS (CONT'D)**

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 (Cont'd)

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

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

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**2. RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- 2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 2.6.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities, except when contracted by the Company;
- 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment, except when contracted by the Company;
- 2.6.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- 2.6.2.7 interruption of service due to circumstances or causes beyond the reasonable control of Company.

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**2. RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Cancellation For Service Interruption**

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

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## 2. RULES AND REGULATIONS (CONT'D)

### 2.7 Use of Customer's Service by Others

#### 2.7.1 Resale and Sharing

Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws Florida Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

#### 2.7.2 Joint Use Arrangements

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

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**2. RULES AND REGULATIONS (CONT'D)**

2.8 Cancellation of Service

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

- 2.8.1 all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 2.8.3 all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term.

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**2. RULES AND REGULATIONS (CONT'D)**

2.9 Transfers and Assignments

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

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**2. RULES AND REGULATIONS (CONT'D)**

2.10 Notices and Communications

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

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**2. RULES AND REGULATIONS (CONT'D)**

**2.11 Operator Services Rules**

2.11.1 The Company will enforce the following operator service rules:

A provider of intrastate operator assisted communications services must:

- 2.11.1.1 identify itself at the time the end-user accesses its services;
- 2.11.1.2 upon request, quote all rates and charges for its services to the end-user accessing its system;
- 2.11.1.3 arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
  - A. the operator service provider's name and address;
  - B. bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - C. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - D. notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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**2. RULES AND REGULATIONS (CONT'D)**

2.11 Operator Services Rules (Cont'd.)

2.11.1.3 (Cont'd.)

- E. in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- F. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

2.11.2 The Company will comply with the following provisions:

Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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## 2. RULES AND REGULATIONS (CONT'D)

### 2.12 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

### 2.13 Charges Based on Duration of Use

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

- 2.13.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 2.13.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 2.13.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 2.13.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 2.13.5 All times refer to local time.

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**2. RULES AND REGULATIONS (CONT'D)**

2.14 Rates Based Upon Distance

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

- 2.14.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Price list FCC No. 4. FCC Access Services Price list, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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**2. RULES AND REGULATIONS (CONT'D)**

2.14 Rates Based Upon Distance (Cont'd)

2.14.2 The airline distance between any two Rate Centers is determined as follows:

- 2.14.2.1 Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate Center from the above-referenced NECA price list.
- 2.14.2.2 Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- 2.14.2.3 Square each difference obtained in step (b) above.
- 2.14.2.4 Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- 2.14.2.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 2.14.2.6 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

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### 3. BASIC SERVICES AND RATES

#### 3.1 Exchange Service List

Alachua, Archer, Arcadia, Avon Park, Alford, Astor, Apopka  
Beverly Hills, Bowling Green, Brooksville, Bonifay, Bronson, Bellview, Belle Glade, Bartow, Bonita Springs, Bunnell, Boca Grande, Bradenton, Big Pine, Boynton beach, Boca Raton, Bushnell, Branford Cross City, Clewiston, Chipley, Cottondale, Clermont, Chiefland, Crestview, Cocoa Beach, Cocoa East & West, Cedar Keys, Clear Springs, Clearwater, Carabelle, Cherry Lake  
Dennellon, Dade City, De Land, Debarry, Defuniak Springs, Destin, Del Ray Beach, Daytona Beach  
Eustis, East Orange, Eau Gallie East & West, Everglades  
Fort Lauderdale, Fort Myers, Forest, Flomaton, Flagler Beach, Fernandina Beach, Fort Pierce, Freeport  
Gainesville, Green Cove Springs, Graceville, Groveland, Geneva, Glendale, Gulf Breeze, Greenwood High Spring, Hawthorne, Howey-in-the-Hills, Hosford, Haines City, Hollywood, Homosassa Springs, Homestead, Havana, Hobe Sound  
Invernesse, Immokalee, Indian Lake, Islamorada  
Jacksonville, Jensen Beach, Jupiter, Jay, Jasper  
Keystone Heights, Kingsly Lake, Key Largo, Key West  
Lawley, Lake City, La Belle, Lehigh Access, Lake Placid, Lakeland, Leesburg, Lady Lake, Lee, Lake Wales, Live Oak, Lynn Haven, Land O' Lakes, Lutz  
Micanopy, MacClenny, Miami, Maxville, Middleburg, Moore Haven, Mulberry, Monticello, Mouont Dora, Montverde, Madison, Myakka, Munson, Molino, Melbourne, Marco Island, mariana, Marathon  
New Berry, Naples, North Dade, North Key Largo, New Smyrna Beach, New Port Richey  
Orange Park, Old Town, Okeechobee, Ocala, Oklawaha, Orlando, Oviedo, Orange City, Oldsmar, Odessa  
Punta Gorda, Palm Coast, Ponce de Leon, Palmetto, Pahokee, Polk City, Pomona Park, Pierson, Pace, Panama City, Pompano Beach, Perrine  
Reedy Oak  
Starke, Sebring, Spring Lake, Salt Springs, San Antonio, Sanford, Sopchoppy, Sunny Hills, Sebastian, Sanibel, Sarasota, St. Petersburg  
Trenton, Trillacoochee, Tampa, Tavares, Tallahassee, Titusville, Tarpon Springs  
Umatilla  
Vernon, Vero Beach, Valparaiso, Venice  
Waldo, White Springs, Wauchula, Westville, Winter Garden, Williston, Windermere, Winter Park, West Palm Beach, Winter Haven, Welaka, Weekiwachee Springs, Wesley Chapel  
Youngstown-Fountain, Yankeetown, Yulce  
Zolfo Springs, Zephyr Hills

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**3. BASIC SERVICES AND RATES (CONT'D)**

3.2 Dedicated Access Service

Voice Grade Service

A voice grade service provides frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated utilizing two-wire or four-wire circuits. Can also carry analog data.

Channel Termination, Per Channel:

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
<u>2 Wire, Per POT</u>		
First	\$408.00	\$25.38
Additional	\$132.00	\$25.38
<u>4 Wire, Per POT</u>		
First	\$438.00	\$38.28
Additional	\$150.00	\$38.28

Channel Mileage, Per Channel:

<u>Mileage</u>	<u>Fixed, Per Month</u>	<u>Per Mile, Per Month</u>
0-8	\$34.20	\$1.88
9-25	\$34.20	\$1.82
Over 25	\$34.20	\$1.76

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**3. BASIC SERVICES AND RATES (CONT'D)****3.3 Individual Case Basis Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a Individual Case Basis (ICB). The terms and conditions of each ICB offering are subject to the agreement of both the Customer and the Company. Such ICB offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to ICB arrangements, with respect to services within the scope of the ICB contract. The rates provided under such contract offerings are listed in the attached appendices.

Rates and terms for services that the company offers to customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights of way charges, franchise fees and building rights of way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing Company facilities

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**3. BASIC SERVICES AND RATES (CONT'D)**

3.4 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. All such programs will be subject to the approval of the Florida Public Service Commission.

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**4. NON-BASIC SERVICES AND RATES****4.1 Dedicated Access Service****4.1.1 Digital Data Service**

A digital data service provides the duplex four-wire transmission of synchronous serial data at rates ranging from 2.4 Kbps to 64 Kbps.

**Channel Termination, Per Channel:**

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
<u>Less than 56Kbps</u>		
First	\$456.00	\$70.50
Additional	\$114.00	\$70.50
<u>Equal or Greater than 56Kbps</u>		
First	\$456.00	\$116.28
Additional	\$114.00	\$116.28

**Channel Mileage, Per Channel:**

<u>Mileage</u>	<u>Fixed, Per Month</u>	<u>Per Mile, Per Month</u>
<u>Less than 56Kbps</u>		
0-8	\$22.74	\$2.28
9-25	\$22.74	\$2.22
Over 25	\$22.74	\$2.16
<u>Equal or Greater than 56Kbps</u>		
0-8	\$45.06	\$4.56
9-25	\$45.06	\$4.44
Over 25	\$45.06	\$3.32

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#### 4. NON-BASIC SERVICES AND RATES (CONT'D)

##### 4.1 Dedicated Access Service (Cont'd)

##### 4.1.2 High Capacity Service - DS1

A high capacity service is for the transmission of synchronous serial data at 1.544 Mbps or 2.048 Mbps. Intermediate Bit Rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.544 Mbps are also available. Central Office and Customer Premises Interface Equipment charges are not included.

##### Standard Channel Termination, Per Channel:

	Non-Recurring <u>Charge</u>	Monthly <u>Charge</u>
Fixed, Per POT	\$3,600.00	\$3,340.00

##### Local Channel Mileage, Per Channel:

<u>Mileage</u>	Fixed, <u>Per Month</u>	Per Half Mile, <u>Per Month</u>
First Half Mile	\$0.00	\$0.00
Each Additional Half Mile	\$0.00	\$396.00

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.1 Dedicated Access Service (Cont'd)

4.1.3 Very High Capacity Service - DS3

A very high capacity service is for transmission of synchronous serial data at 44.736 Mbps or higher. Central Office and Customer Premises Interface Equipment charges are not included. Central Office and Customer Premises Interface Equipment charges are not included.

Standard Channel Termination, Per Channel, Per POT:

	Non-Recurring <u>Charge</u>	Monthly <u>Charge</u>
Fixed, Per System	\$3,600.00	\$4,668.00

Local Channel Mileage, Per Channel, Per POT:

<u>Mileage</u>	Fixed, <u>Per Month</u>	Per Half Mile, <u>Per Month</u>
First Half Mile	\$0.00	\$0.00
Each Additional Half Mile	\$0.00	\$396.00

Interoffice Channel Mileage, Per Channel, Per POT:

<u>Mileage</u>	Non-Recurring <u>Charge</u>	Per Mile, <u>Per Month</u>
First Mile	\$780.00	\$1,220.00
Each Additional Mile	\$0.00	\$1,464.00

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

**4.2 Frame Transport Service (FTS)**

- 4.2.1 Frame Transport Service (FTS) is a high-speed, statistically multiplexed data communications service that permits the transmission of data between a customer's geographically dispersed locations. FTS facilitates the exchange of variable length information units (frames) between end user connections (ports) by way of assigned virtual connections. Each frame is passed through the network with an address that specifies the virtual connection. FTS offers access at the following high capacity port speeds: 56/64 kbps, 128 kbps, 256 kbps, 512 kbps, 1.536 Mbps and up to 6 Mbps. FTS is offered where LGN facilities exist.
- 4.2.2 If it is necessary to construct facilities to satisfy service requests at other locations, it may be provided on an individual case basis
- 4.2.3 Data communication between FTS ports is provided over dedicated software-defined connections with addresses identified by Data Link Connection Identifiers (DLCIs). The DLCIs identify the destination address information and route the customer's data over a communications path called a permanent virtual circuit (PVC). PVCs are bi-directional channels that define end-to-end service for a specific path for data sent by the customer from one site location to another. Multiple PVCs can be established from one port to others over the ATM network. A separate PVC must be established to each site location that the customer desires to transport data.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.2 Frame Transport Service (FTS) (Cont'd)**

4.2.4 Since all PVCs need to be in use at the same time, it is possible for the total bandwidth of all PVCs associated with one FTS access line to exceed the bandwidth access line. This relationship is referred to as over-subscription and when this occurs, there can be no guarantee that the bandwidth defined for that PVC will be available at any point in time. A PVC must be associated with at least one FTS port. A single FTS port can be associated with multiple PVCs.

4.2.5 The Company's FTS complies to the frame relay standards approved by the American National Standards Institute (ANSI) and the International Telecommunications Union (ITU), formerly CCITT (Consultive Committee International Telephone and Telegraph). Customer provided equipment must comply with the same.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

**4.2 Frame Transport Service (FTS) (Cont'd)**

4.2.6 Service Parameters including terms and rate elements are established on an Individual Contract Basis(ICBs). The ICBs are reflected in the tariff using the following variable service parameters.

(A) Contract Number

(B) Service Description:

L = Low Speed Access of 56 Kbps  
M = Medium Speed Access over 56 Kbps  
up to, but not including 1.536 Mbps  
H = High Speed Access of 1.536 Mbps  
V = Very High Access over 1.536 Mbps  
up to 6 Mbps

(C) Contract Terms

(D) Number of Customer Locations

(E) Service Class:

1 = On-Net Building  
2 = On-Net City  
3 = Off-Net Building  
4 = Network to Network Interface

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.2 Frame Transport Service (FTS) (Cont'd)****4.2.6 (Cont'd)****(F) Service Delivery Zones**

1 = Eastern Time Zone

**(G) Monthly Rate Package****4.2.7 Rates**

Rates charges for the following services, which may include optional features and functions, will not exceed the amounts listed below.

<b>(A) Port Speed Rate</b>	<b><u>MRR</u></b>
Low Speed	\$165.00
Medium Speed	\$675.00
High Speed	\$1,440.00
Very High Speed	\$5,000.00
<b><u>PVC Rate</u></b>	<b><u>MRR</u></b>
Low Speed	\$352.00
Medium Speed	\$2,603.00
High Speed	\$5,479.00
Very High Speed	\$19,000.00
<b>(B) FTS nonrecurring rate is \$1,000.00 per site</b>	

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#### 4. NON-BASIC SERVICES AND RATES (CONT'D)

##### 4.3 Looking Glass Private Line Access Service

Looking Glass Private Line Access Service is a point-to-point and multi-point service which provides customers access to private telecommunications networks, wide area networks, connections with information service providers and interexchange carriers who transport interstate traffic.

4.3.1 Looking Glass Private Line Access Service is available at varying transmission speeds as follows:

4.3.1.1 Voice Grade Service: Voice grade service provides frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated utilizing two-wire or four-wire circuits. Voice grade service can carry both analog and digital data.

4.3.1.2 Digital Data Service: Digital data service provides the duplex four-wire transmission of synchronous serial data at rates ranging from 2.4 to 64 kbps (DSO).

4.3.1.3 High Capacity Service (DS-1): High capacity service provides transmission of synchronous serial data at speeds of 1.544 or 2.048 Mbps -Transmission of intermediate bit rate channels in multiple increments of either 56 or 64 kbps up to 1.544 Mbps is also available.

4.3.1.4 Very High Capacity Service (DS-3): Very high capacity service provides transmission of synchronous serial data at speeds of 44.736 Mbps or faster.

4.3.1.5 Looking Glass Private Line SONET Service: Looking Glass Private Line SONET Service, provides transmission of data at speeds of 155 Mbps or higher through an optical signal on the Synchronous Optical Network (SONET) in Type 1 network configurations. OC3 (155 Mbps) and OC12 (622 Mbps) speeds are available in either concatenated or channelized configurations. OC48 (2.5 Gbps) is available in channelized form.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.2 Looking Glass Private Line Access Service in Type 1, Type 2 and Type 3 network configurations is available from the following locations. Looking Glass Private Line Access Service in Type 4 network configuration is available at all locations in the U.S. Mainland.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.3 Looking Glass Private Line Digital Service Level Guarantee (SLG)**

The Looking Glass Private Line Digital Service Level Guarantee (SLG) applies to Digital Data Service (DS-0), High Capacity Service (DS-1), and Very High Capacity Service (DS-3) circuits which are ordered on or after September 25, 1999, with a term commitment of at least one year. Customers will be eligible to receive special credit allowances for failure by the Company to satisfy two Performance Standards: "Service Availability" and "Mean Time to Repair (MTTR)".

**Definitions:** For purposes of this SLG, the following definitions apply:

- Mean Time to Repair (MTTR): MTTR is the period of time commencing with the date and time the Customer first informs the Company of a circuit Service Outage (i.e. opens a "Trouble Ticket") and ending on the date and time that service on that circuit is restored.
- Service Availability. Service Availability is the total number of minutes in a monthly billing period during which service on that circuit is available for use by the Customer, divided by the total number of minutes in that monthly billing period. For the purposes of this SLG, Service Availability will be calculated by taking into account the time between the initiation of a Trouble Ticket for a Service Outage and reductions in time for factors or conditions that are not the Company's service responsibility.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

**4.3 Looking Glass Private Line Access Service (Cont'd)**

**4.3.3 Looking Glass Private Line Digital Service Level Guarantee (SLG) (Cont'd)**

**Definitions: (Cont'd)**

- **Service Outage:** An unscheduled period of time when service is unavailable for use by the Customer. A Service Outage is defined as 60 or more seconds of service unavailability within a 15-minute period measured by the Company. A Service Outage may occur as a result of the Company's failure to meet its performance obligations or for factors or conditions that are not the Company's service responsibility, including those specified in the "Exclusions" section below.
  
- **Trouble Ticket:** The result of reporting by a Customer to the Company of a perceived Service Outage.

**Qualifications:**

To be eligible to receive an SLG credit for a Service Outage, a Customer must: (i) initiate a Trouble Ticket within four hours of first learning of an Outage; and, (ii) make a written request for SLG credit to the Company within five days of initiating the Trouble Ticket. When making an SLG credit request, the Customer must provide the Company with the following information: (1) the Trouble Ticket number, (2) the date and time the Trouble Ticket was initiated; and (3) the circuit ID number for each circuit that experienced the Service Outage.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.3 Looking Glass Private Line Digital Service Level Guarantee (SLG) (Cont'd)

Service Level Guarantees:

Service Availability: The SLG for a Type 1 network configuration service is 100 percent. The SLG for a Type 2 or a Type 3 network configuration service is 99.8 percent.

Mean Time to Re-pair (MTTR): The SLG for a Type 1 network configuration service is 2 hours. The SLG for a Type 2 or a Type 3 network configuration service is 4 hours.

To determine whether the SLG has been satisfied, a monthly "11MTTR circuit average" will be determined by dividing the cumulative length of service outages for a circuit by the total number of Trouble Tickets opened during a monthly billing period for the circuit.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.3 Looking Glass Private Line Digital Service Level Guarantee (SLG) (Cont'd)

Credits: During any monthly billing period in which the Company fails to meet an SLG for a circuit, the Customer will receive credit for that circuit, as follows:

- For a one month failure, the Company will provide a credit equal to 5 percent of the monthly recurring circuit charges, after application of all discounts.
- For a failure of two consecutive months, the Company will provide a credit equal to 10 percent of the monthly recurring circuit charges, after application of all discounts, for the second month.
- For a failure of three consecutive months, either: (1) the Company will provide a credit equal to 15 percent of the monthly recurring circuit charges, after application of all discounts, for the third month and each consecutive month thereafter that the Customer remains subscribed to the circuit and the Company fails to satisfy the SLG; or (2) the Customer may terminate service for that circuit without incurring termination liability, except for charges incurred prior to service termination ' provided that the Customer notifies the Company in writing of its intent to terminate the circuit no later than 30 days after the conclusion of the third month or any consecutive month thereafter. For a failure of three consecutive months or more, the Company, upon written notice to a Customer, may terminate its performance obligations under this SLG, which will result in the application to circuit performance of the credit outage allowance provisions contained in section 2.6.1.3.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.3 Looking Glass Private Line Digital Service Level Guarantee (SLG) (Cont'd)

Exclusions: Service Availability and MTTR SLG calculations will not include time during which a Service Outage results from any one or more of the following:

- Scheduled service maintenance.
- Labor strikes affecting service.
- Force majeure* events beyond the reasonable control of the Company (including, but not limited to, acts of God, government regulation, and national emergency).
- Service Outages attributable to the installation of a new circuit.
- Service Outages attributable to: customer premises equipment (CPE); any third party equipment other than equipment furnished by LECs as part of their access services; or any Customer application on a covered circuit.
- Any act or omission on the part of the Customer, its contractors, agents or vendors, including any refusal to release the circuit to the Company for maintenance, testing or repair.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.4 Looking Glass Private Line SONET Service Level Guarantee (SLG)**

The Looking Glass Private Line SONET Service Level Guarantee (SLG) applies to Looking Glass Private Line SONET Service circuits which are ordered on or after September 25, 1999, with a term commitment of at least one year. Customers will be eligible to receive special credit allowances for failure by the Company to satisfy two Performance Standards: "Service Availability" and "Mean Time to Repair (MTTR)".

**Definitions:** For purposes of this SLG, the following definitions apply:

- Mean Time to Repair (MTTR): MTTR is the period of time commencing with the date and time the Customer first informs the Company of a circuit Service Outage (i.e. opens a "Trouble Ticket") and ending on the date and time that service on that circuit is restored.
  
- Service Availability Service Availability is the total number of minutes in a monthly billing period during which service on that circuit is available for use by the Customer, divided by the total number of minutes in that monthly billing period. For the purposes of this SLG, Service Availability will be calculated by taking into account the time between the initiation of a Trouble Ticket for a Service Outage and reductions in time for factors or conditions that are not the Company's service responsibility.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.4 Looking Glass Private Line SONET Service Level Guarantee (SLG) (Cont'd)

Definitions: (Cont'd)

- **Service Outage:** An unscheduled period of time when service is unavailable for use by the Customer. A Service Outage is defined as 60 or more seconds of service unavailability within a 15-minute period measured by the Company. A Service Outage may occur as a result of the Company's failure to meet its performance obligations or for factors or conditions that are not the Company's service responsibility, including those specified in the "Exclusions" section below.
  
- **Trouble Ticket:** The result of reporting by a Customer to the Company of a perceived Service Outage.

Qualifications:

To be eligible to receive an SLG credit for a Service Outage, a Customer must: (i) initiate a Trouble Ticket within four hours of first learning of an Outage; and, (ii) make a written request for SLG credit to the Company within five days of initiating the Trouble Ticket. When making an SLG credit request the Customer must provide the Company with the following information: (1) the Trouble Ticket number-, (2) the date and time the Trouble Ticket was initiated; and (3) the circuit ID number for each circuit that experienced the Service Outage.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.4 Looking Glass Private Line SONET Service Level Guarantee (SLG) (Cont'd)

Service Level Guarantees:

Service Availability: The SLG is 100 percent.

Mean Time to Repair (MTTR) : The SLG is 2 hours.

To determine whether the SLG has been satisfied, a monthly "11MTTR circuit average" will be determined by dividing the cumulative length of service outages for a circuit by the total number of Trouble Tickets opened during a monthly billing period for the circuit.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.4 Looking Glass Private Line SONET Service Level Guarantee (SLG) (Cont'd)**

**Credits:** During any monthly billing period in which the Company fails to meet an SLG for a circuit, the Customer will receive credit for that circuit, as follows:

- For a one month failure, the Company will provide a credit equal to 25 percent of the monthly recurring circuit charges, after application of all discounts.
- For a failure of two consecutive months, the Company will provide a credit equal to 50 percent of the monthly recurring circuit charges, after application of all discounts, for the second month.
- For a failure of three consecutive months, either: (1) the Company will provide a credit equal to 100 percent of the monthly recurring circuit charges, after application of all discounts, for the third month and each consecutive month thereafter that the Customer remains subscribed to the circuit and the Company fails to satisfy the SLG; or (2) the Customer may terminate service for that circuit without incurring termination liability, except for charges incurred prior to service termination, provided that the Customer notifies the Company in writing of its intent to terminate the circuit no later than 30 days after the conclusion of the third month or any consecutive month thereafter. For a failure of three consecutive months or more, the Company, upon written notice to a Customer, may terminate its performance obligations under this SLG, which will result in the application to circuit performance of the credit outage allowance provisions contained in section 2.6.1.3.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.4 Looking Glass Private Line SONET Service Level Guarantee (SLG) (Cont'd)**

**Exclusions** Service Availability and MTTR SLG calculations Will not include time during which a Service Outage results from any one or more of the following:

- Scheduled service maintenance.
- Labor strikes affecting service.
- Force majeure* events beyond the reasonable control of the Company (including, but not limited to, acts of God, government regulation, and national emergency).
- Service Outages attributable to the installation of a new circuit.
- Service Outages attributable to: customer premises equipment (CPE); any third party equipment other than equipment furnished by LECs as part of their access services; or any Customer application on a covered circuit.
- Any act or omission on the part of the Customer, its contractors, agents or vendors, including any refusal to release the circuit to the Company for maintenance, testing or repair.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates

Looking Glass Private Line Access Service pricing is based upon the customer's network configuration as follows:

Type 1 access service is provided when the connections at each end of a circuit are furnished via Company or Company-affiliate facilities, and the circuit itself is furnished via Company or Company-affiliate facilities.

Type 2 access service is provided when one connection on a circuit is furnished via Company or Company-affiliate facilities, and the other connection on a circuit is not furnished via Company or Company-affiliate facilities. The circuit is furnished via Company or Company-affiliate facilities.

Type 3 access service is provided when the connections at each end of a circuit are not furnished via Company or Company-affiliate facilities, but the circuit itself is furnished via Company or Company-affiliate facilities.

Type 4 access service is provided when the connections at each end of a circuit are not furnished via Company or Company-affiliate facilities, and the circuit itself is not furnished via Company or Company-affiliate facilities.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges

A. Point-to-Point Products The following provisions apply to Voice Grade Service, Digital Data Service, High Capacity Service (DS-1) and Very High Capacity Service (DS-3) provided on a Point to Point Service basis.

1. Full Bandwidth: The following definitions will apply for the calculations in this section only:

ILEC rate = {(2 X Channel Terminations) + Channel Mileage

Off net rate = f(1 X Channel Termination) + Channel Mileage to Collocation + Cross Connect)

Monthly recurring charges for Full Bandwidth products are as follows:

Type 1: ILEC rate X .85

Type 2: MAXIMUM [(ILEC rate X .90) or (Offset rate X 1.25)]

Type 3: MAXIMUM [ (ILEC rate X .90) or (Location- specific Offset rate) \* 1.25}]

Type 4: {  $\sum$  (Location-specific Offset rate) \* 1.25 }

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

A. Point-to-Point Products (Cont'd)

1. Full Bandwidth (Cont'd)

Examples:

Channel Termination	=	\$200
Channel Mileage (fixed)	=	50
Channel Mileage (per mile)	=	15
Cross Connect	=	12

Example 1: Type 1, Channel Mileage = 5

$\{ (2 \times \$200) + \$ 50 + (5 \times \$ 15) \} \times .85 = \$446.25$

Example 2: Type 2, Channel Mileage = 10, Channel Mileage to Collocation = 6

MAXIMUM  $\{ (2 \times \$200) + \$ 50 + (10 \times \$ 15) \} \times .90$

or

$\{ \$200 + \$ 50 + (6 \times \$15) + \$ 12 \} \times 1.25 =$

MAXIMUM (\$540 or \$440) = \$540

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

A. Point-to-Point Products (Cont'd)

1. Full Bandwidth (Cont'd)

Examples (Cont'd):

Example 3: Type 3, Channel Mileage = 10, Channel Mileage to Collocation #1 = 4, Channel Mileage to Collocation #2 = 2

MAXIMUM [ {(2 X \$200) + \$ 50 + (10 X \$ 15) } X .90 or  
{(2 X \$200) + {\$ 50 + (4 X \$ 15) + \$50 + (2 X \$ 15)} 1 + (2 X \$12)} X 1.25] =

MAXIMUM (\$540 or \$767-50) = \$767.50

Example 4: Type 4, Channel Mileage = 10, Channel Mileage to Collocation #1 = 4, Channel Mileage to Collocation #2 = 2

{ (2 X \$200) + {\$ 50 + (4 X \$ 15) + \$50 + (2 X \$ 15) ) + (2 X \$12)} X 1.25] = \$767.50

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**4.3 Looking Glass Private Line Access Service (Cont'd)4.3.5 Rates (Cont'd)4.3.5.1 Monthly Recurring Charges (Cont'd)A. Point-to-Point Products (Cont'd)

2. Channelized: The following definitions will apply for the calculations in this section only:

ILEC rate = {(2 X Channel Terminations) + Channel Mileage}

Off net rate = { (1 X Channel Termination) + Channel Mileage to Collocation + Cross Connect}

Multiplexing Rate = {2 X Multiplexing Charge}

Monthly recurring charges for Channelized products are as follows:

- Type 1:  $\{\sum (\text{ILEC rate} + \text{Multiplexing rate})\} \times .85$
- Type 2:  $\text{MAXIMUM} [ (\text{ILEC rate} \times .90) \text{ or } (\text{Offset rate} \times 1.25) ] + (\text{Multiplexing rate} \times .90)$
- Type 3:  $\text{MAXIMUM} [ (\text{ILEC rate} \times .90) \text{ or } \{\sum (\text{Location- specific Offset rate}) * 1.25\} + (\text{Multiplexing rate} \times .90)$
- Type 4:  $\{\sum (\text{Location- specific Offset rate}) * 1.25\} + \text{Multiplexing rate}$

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

A. Point-to-Point Products (Cont'd)

2. Channelized (Cont'd)

Examples:

Channel Termination	=	\$200	
Channel Mileage (fixed)	=	50	
Channel Mileage (per mile)	=	15	
Cross Connect	=		12
Multiplexing Charge	=	150	

Example 1: Type 1, Channel Mileage = 5

$$[(2 \times \$200) + \$50 + (5 \times \$15) + (2 \times \$150)] \times .85 = \$701.25$$

Example 2: Type 2, Channel Mileage = 10, Channel Mileage to Collocation = 6

$$\text{MAXIMUM } \{ (2 \times \$200) + \$50 + (10 \times \$15) \times .90 \}$$

or

$$\{ \$200 + \$50 + (6 \times \$15) + \$12 \} \times 1.25 + \{ (2 \times \$150) \times .90 \} =$$

$$\text{MAXIMUM } (\$540 \text{ or } \$440) + \$270 = \$810$$

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.5 Rates (Cont'd)****4.3.5.1 Monthly Recurring Charges (Cont'd)****A. Point-to-Point Products (Cont'd)****2. Channelized (Cont'd)**

Example 3: Type 3, Channel Mileage = 10, Channel Mileage to Collocation #1 = 4, Channel Mileage to Collocation #2 = 2

MAXIMUM [ {(2 X \$200) + \$50 + (10 X \$15) X .90}

or

{(2 X \$200) + \$50 + (4 X \$15) + \$50 + (2 X \$15) + (2 X \$12) X 1.25] + {(2 X \$150) X .90} =

MAXIMUM (\$540 or \$767.50) + \$270 = \$1,037.50

Example 4: Type 4, Channel Mileage = 10, Channel Mileage to Collocation #1 = 4, Channel Mileage to Collocation #2 = 2

[ {(2X\$200) + {\$50 + (4x\$15) + \$50 + (2x\$15)} + (2x\$12)} x 1.25] + (2x\$150) = \$1,067.50

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products: The following provisions apply to Voice Grade Service, Digital Data Service, High Capacity Service (DS-1) and Very High Capacity Service (DS-3) provided on a Multi-Point Service basis.

1. Hubbed Service: Hubbed Service is the concentration of lower bandwidth circuits onto a higher bandwidth circuit using multiplexing functionality located within the Company's network. Hubbed Service consists of a Host connection and multiple Endlink connections. The Host connection represents the higher bandwidth circuit between the customer's primary premises and the Company's location where multiplexing functionality is performed. The Endlink represents the individual lower bandwidth circuits between the Company's location where multiplexing functionality is performed and a customer's secondary designated premises.

DS3 Hubbed Service consists of a DS3 Host connection and a maximum of 28 DS1 Endlink connections. DS1 Hubbed Service consists of a DS1 Host connection and a maximum of 24 DSO Endlink connections.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

1. Hubbed Service (Cont'd): The following definitions will apply for the calculations in this section only:

Host: a primary or aggregation center

ILEC rate = {(1 X Channel Terminations) + Channel Mileage}

Off net rate = (1 X Channel Termination) + Channel Mileage to Collocation + Cross Connect

Multiplexing Rate = (Multiplexing Charge)

Endlink: a remote or secondary premises location

ILEC rate = {(1 X Channel Termination) + Channel Mileage}

Off net rate = {(1 X Channel Termination) + Channel Mileage to Collocation + Cross Connect}

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

1. Hubbed Service (Cont'd): The following definitions will apply for the calculations in this section only:

Monthly host and Endlink recurring charges for Hubbed Service products are as follows:

Host:

Type 1:  $\{\sum (\text{ILEC rate} + \text{Multiplexing rate})\} \times .85$

Type 2:  $\text{MAXIMUM} [(\text{ILEC rate} \times .90) \text{ or } (\text{Offset rate} \times 1.25)] + (\text{Multiplexing rate} \times .90)$

Type 4:  $\sum (\text{ILEC rate} \times 1.25) + \text{Multiplexing rate}$

Endlink:

Type 1:  $\text{ILEC rate} \times .85$

Type 2:  $\text{Maximum} [(\text{ILEC rate} \times .90) \text{ or } (\text{Offset rate} \times 1.25)]$

Type 4:  $\text{ILEC rate} \times 1.25$

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

1. Hubbed Service (Cont'd):

Examples:

Example 1: Type 1 Host, Channel Mileage = 0

Channel Termination	=	\$150
Channel Mileage (fixed)	=	0
Channel Mileage (per mile)	=	0
Multiplexing Charge	=	185
{ (1 X \$150) + \$0 + \$185 } X .85	=	\$284.75

Example 2: Type 2 Host, Channel Mileage = 0, Channel Mileage to Collocation = 6

Channel Termination	=	\$135
Channel Mileage (fixed)	=	53
Channel Mileage (per mile)	=	10
Multiplexing Charge	=	250
Cross Connect	=	8

MAXIMUM [ {(1 X \$135) X .90

or

{(1 X \$135) + \$53 + (6 X \$10) + \$8} X 1.25] + (\$250 X .9) =

MAXIMUM (\$121.50 or \$320) + \$225 = \$346.50

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.5 Rates (Cont'd)****4.3.5.1 Monthly Recurring Charges (Cont'd)****B. Multi-Point Products (Cont'd)****1. Hubbed Service (Cont'd):****Examples: (Cont'd)**

Example 3: Type 1 Endlink, Channel Mileage = 6

Channel Termination	=	\$114
Channel Mileage (fixed)	=	42
Channel Mileage (per mile)	=	4

$$\{(1 \times \$114) + \$42 + (6 \times \$4)\} \times .85 = \$153$$

Example 4: Type 2 Endlink, Channel Mileage = 18, Channel Mileage to Collocation = 7

Channel Termination	=	\$75
Channel Mileage (fixed)	=	6
Channel Mileage (per mile)	=	5
Cross Connect	=	0

$$\text{MAXIMUM } \{[(1 \times \$75) + \$6 + (18 \times \$5)] \times .90$$

or

$$\{(1 \times \$75) + \$6 + (7 \times \$5) + \$0\} \times 1.251 =$$

$$\text{MAXIMUM } (\$153.90 \text{ or } \$145) = \$153.90$$

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

**4.3 Looking Glass Private Line Access Service (Cont'd)**

**4.3.5 Rates (Cont'd)**

**4.3.5.1 Monthly Recurring Charges (Cont'd)**

**B. Multi-Point Products (Cont'd)**

**1. Hubbed Service (Cont'd):**

Example 5: Type 4 Host

Channel Termination	=	\$150
Multiplexing Charge	=	185

$[(1 \times \$150) \times 1.25] + \$185 = \$372.50$

Example 6: Type 4 Endlink, Channel Mileage = 6

Channel Termination	=	\$114
Channel Mileage (fixed)	=	42
Channel Mileage (per mile)	=	4

$\{(1 \times \$114) + \$42 + (6 \times \$4)\} \times 1.25 = \$225.00$

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

2. Mixed Service: Mixed Service is the concentration of lower bandwidth circuits onto a higher bandwidth circuit using multiplexing functionality located at or near a customer's designated premises. Mixed Service consists of a Host connection and multiple Endlink connections. The Host connection represents the multiplexing functionality performed at or near a customer's primary premises. The Endlink represents the individual lower bandwidth circuits between the customer's primary premises where multiplexing functionality is performed and a customer's secondary designated premises.

DS3 Mixed Service consists of a DS3 Host connection and a maximum of 28 DS1 Endlink connections. DS1 Mixed Service consists of a DS1 Host connection and a maximum of 24 DSO Endlink connections.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

2. Mixed Service(Cont'd): The following definitions apply to this section only.

Host: a primary or aggregation center

ILEC rate = Multiplexing Charge

Offset rate = Multiplexing Charge

Endlink: a remote or secondary premises location

LEC rate = {(2 X Channel Termination) + Channel Mileage}

Off net rate = ( 1 X Channel Termination) + Channel Mileage to Collocation + Cross Connect)

Monthly host and Endlink recurring charges for Hubbed Service products are as follows:

Type 1: ILEC rate X .85

Type 2: MAXIMUM [(ILEC rate X .90) or (Offset rate X 1.25)]

Type 3: MAXIMUM [(ILEC rate X .90) or ( $\sum$  (Location- specific Offset rate) \* 1.25)]

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

B. Multi-Point Products (Cont'd)

2. Mixed Service (Cont'd)

Examples:

Multiplexing Charge = \$185

Example 1: Type 1, Host

\$185 X .85 = \$157.25

Example 2: Type 2, Host

\$185 X .90 = \$166.50

Example 3: Type 3, Host

\$185 X .90 = \$166.50

Example 4: Type 1, Endlink, Channel Mileage = 6

Channel Termination = \$115

Channel Mileage (fixed) = 42

Channel Mileage (per mile) = 4

$\{(2 \times \$115) + \$42 + (6 \times \$4)\} \times .85 = \$251.60$

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.5 Rates (Cont'd)****4.3.5.1 Monthly Recurring Charges (Cont'd)****B. Multi-Point Products (Cont'd)****2. Mixed Service (Cont'd)****Examples:**

Example 5: Type 2, Endlink, Channel Mileage = 10, Mileage to Collocation = 6

Channel Termination	=	\$200
Channel Mileage (fixed)	=	50
Channel Mileage (per mile)	=	15
Cross Connect	=	12

MAXIMUM  $\{[(2 \times \$200) + \$50 - (10 \times \$15)] \times .90$

or

$\{(2 \times \$200) + \$50 + (4 \times \$15) + \{ \$50 + (2 \times \$15) \} + (2 \times \$12)\} \times 1.25] =$

MAXIMUM (\$540 or \$440) = \$540

Example 6: Type 3, Endlink, Channel Mileage = 10, Channel Mileage to Collocation #1 = 4,  
Channel Mileage to Collocation #2 = 2

Channel Termination	=	\$200
Channel Mileage (fixed)	=	50
Channel Mileage (per mile)	=	15
Cross Connect	=	12

MAXIMUM  $\{[(2 \times \$200) + \$50 + (10 \times \$15)] \times .90$

or

$\{(2 \times \$200) + \{ \$50 + (4 \times \$15) \} + \{ \$50 + (2 \times \$15) \} + (2 \times \$12)\} \times 1.25] =$

MAXIMUM (\$540 or \$767.50) = \$767.50

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.5 Rates (Cont'd)****4.3.5.1 Monthly Recurring Charges (Cont'd)**

C. Looking Glass Private Line SONET Service: Customers will be charged the following monthly recurring charges, based on service type and Looking Glass Private Line Access Service Term Plan term of service.

Channel Termination and Channel Mileage - Fixed monthly recurring charges apply per circuit. Channel Mileage - Per Mile charges apply per mile per circuit. Premises Connection charges apply per connection per Customer Premises. Hub Connection charges apply per Hub. Interface charges apply per (i) channel termination for Point to Point Service and (ii) Hub Connection and Premises Connection for Multi-Point Service.

For purposes of this section, the following definitions apply:

Hub Connection is Hubbed Service (as described in section 4.10.1.B.10) for Looking Glass Private Line SONET Service Multi-Point Service which connects a Customers Premises to locations other than via than Looking Glass Private Line SONET Multi-Point Service Premises Connections.

Interface is the connection of Looking Glass Private Line SONET Multi-Point Service to a Customer Premises or Hub. Interface is provided on: a digital signal basis at speeds of 1.544 Mbps (DS-1) and 44.736 Mbps (DS-3); and an optical signal (SONET) basis at speeds of 51.84 Mbps (STS-1), 155 Mbps (OC3 and OC3c) and 622 Mbps (OC12 and OC12c).

Premises Connection is a Looking Glass Private Line SONET Multi-Point Service connection on the Company's network.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

C. Looking Glass Private Line SONET Service (Cont'd)

1. Point to Point:

Charge Type/ Service Type	Term of Service/ Monthly Recurring		
	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
OC3	\$2,322.0	\$1,935.0	\$903.00
OC3c	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC12c	ICB	ICB	ICB
OC48	ICB	ICB	ICB

Channel Mileage - Fixed

OC3	\$810.00	\$675.00	\$585.00
OC3c	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC12c	ICB	ICB	ICB
OC48	ICB	ICB	ICB

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

C. Looking Glass Private Line SONET Service (Cont'd)

1. Point to Point (Cont'd):

Charge Type/ Service Type	Term of Service/ Monthly Recurring		
	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
<u>Channel Mileage - Per Mile</u>			
OC3	\$216.00	\$180.00	\$156.00
OC3c	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC12c	ICB	ICB	ICB
OC48	ICB	ICB	ICB

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

C. Looking Glass Private Line SONET Service (Cont'd)

1. Point to Point (Cont'd):

Interface			
DS1	\$ 54.00	\$ 45.00	\$ 39.00
DS3	216.00	180.00	156.00
STS-1	216.00	180.00	156.00
OC3	360.00	300.00	260.00
OC3c	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC12c	ICB	ICB	ICB

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

C. Looking Glass Private Line SONET Service (Cont'd)

2 Multi-point:

Dim Fiber and Dark Fiber

Recurring Charges - Term

	<u>Monthly</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year</u>	<u>7 Year</u>
<u>Dim and Dark Fiber</u>					
Dark Fiber	ICB	ICB	ICB	ICB	ICB
Dim Fiber	ICB	ICB	ICB	ICB	ICB

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.1 Monthly Recurring Charges (Cont'd)

C. Looking Glass Private Line SONET Service (Cont'd)

2. Multi-Point (Cont'd):

Dim Fiber and Dark Fiber

Recurring Charges - Term

	<u>Monthly</u>	<u>2 Year</u>	<u>3 Year</u>	<u>5 Year</u>	<u>7 Year</u>
<u>Dim and Dark Fiber</u>					
Dark Fiber	ICB	ICB	ICB	ICB	ICB
Dim Fiber	ICB	ICB	ICB	ICB	ICB

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.5 Rates (Cont'd)****4.3.5.2 Non-Recurring Charges**

- A. **Point-to-Point Products**: The following non-recurring charges apply to Voice Grade Service, Digital Data Service, High Capacity Service (DS-1) and Very High Capacity Service (DS-3) provided on a Point to Point Service basis, based on network configuration type.

Type	1:	
DSO		\$225
DS1		250
DS3		300

Type 2 and Type 3:  
ILEC non-recurring charge X .90

- B. **Multi-Point Products**: The following non-recurring charges apply to Voice Grade Service, Digital Data Service, High Capacity Service (DS-1) and Very High Capacity Service (DS-3) provided on a Multi-Point Service basis, based on network configuration type.

**Endlink Locations:**

Type	1:	
DSO		\$225
DS1		250
DS3		300

Type 2 and Type 3:  
ILEC non-recurring charge X .90

**Host Locations:**

ILEC non-recurring charge X .90

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.3 Looking Glass Private Line Access Service (Cont'd)

4.3.5 Rates (Cont'd)

4.3.5.2 Non-Recurring Charges

C. Looking Glass Private Line SONET Service: Customers will be charged the following non-recurring charges, based on service type and Looking Glass Private Line Access Service Term Plan term of service.

The First Circuit Channel Termination Non-Recurring Charge will apply to the first Looking Glass Private Line Access Service circuit installed at a Customer Premises; the Additional Circuit charge will apply to each additional Looking Glass Private Line Access Service circuit installed thereafter at that Customer Premises. The First Interface Non-Recurring Charge will apply to a customer's first interface installed at a Company Hub or Customer Premises; the Additional Interface charge will apply to each of the customer's interfaces installed thereafter at that Company Hub or Customer Premises.

1. Point to Point: The following per circuit non-recurring charges apply to Looking Glass Private Line SONET Service provided on a Point to Point Service basis, based on service type.

(a) Channel Termination Non-Recurring Charge:

<u>Service Type</u>	<u>First Circuit</u>	<u>Additional Circuit</u>
OC3	\$500.00	\$250.00
OC3c	ICB	ICB
OC12	ICB	ICB
OC12c	ICB	ICB
OC48	ICB	ICB

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.5 Rates (Cont'd)****4.3.5.2 Non-Recurring Charges****6.5.2 Non-Recurring Charges (Cont'd)****C. Looking Glass Private Line SONET Service:****1. Point to Point (Cont'd):****(b) Interface Non-Recurring Charge:**

<u>Service Type</u>	<u>First Interference</u>	<u>Additional Interference</u>
DS2	\$50.00	\$25.00
DS3	75.00	25.00
STS-1	100.00	50.00
OC3	100.00	50.00
OC3c	ICB	ICB
OC12	ICB	ICB
OC12c	ICB	ICB

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.5 Rates (Cont'd)****4.3.5.2 Non-Recurring Charges****C. Looking Glass Private Line SONET Service:**

2. **Multi-Point:** The following non-recurring charges apply to Looking Glass Private Line SONET Service provided on a Multi-Point Service basis, based on service type.

(a) **Premises Connection and Hub Connection Non-Recurring Charges:** The following non-recurring charges apply per Premises Connection and Hub Connection:

<u>Service Type</u>	<u>First Interference</u>	<u>Additional Interference</u>
OC3	\$500.00	\$250.00
OC6	ICB	ICB
OC12	ICB	ICB
OC24	ICB	ICB
OC48	ICB	ICB
OC96	ICB	ICB

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.3 Looking Glass Private Line Access Service (Cont'd)****4.3.5 Rates (Cont'd)****4.3.5.2 Non-Recurring Charges****C. Looking Glass Private Line SONET Service:****2. Multi-Point (Cont'd):**

(b) Interface Non-Recurring Charges: The following non-recurring charges apply per-interface:

<u>Service Type</u>	<u>First Interference</u>	<u>Additional Interference</u>
DS1	\$50.00	\$25.00
DS3	75.00	25.00
STS-1	100.00	50.00
OC3	100.00	50.00
OC3c	ICB	ICB
OC12	ICB	ICB
OC12c	ICB	ICB

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.4 Dim Fiber**

Dim Fiber is a service that permits the Customer to utilize a portion of Company's bandwidth in increments that are traditionally non-standard telephony bandwidths, such as 4 Mbps, 10 Mbps, 16 Mbps, or 100 Mbps. Dim Fiber service is offered only where facilities permit, and may be offered with custom multiplexing equipment or utilizing Customer provided equipment. Dim Fiber will be priced based on the capacity and the multiplexing services required. As Company may not provide the electronics, Company may not test and monitor the facilities.

When provided, the type of facility and the route of the facility will be determined by Company. When the Customer provides the electronics, Company makes no guarantee or warranty of the suitability of Dim Fiber for purposes intended by the Customer.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)****4.5 Dark Fiber**

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided on an ICB, as filed with the Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

**4.6 Special Construction**

**4.6.1 Basis for Rates and Charges**

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

**4.6.2 Basis for Cost Computation**

The costs referred to in 4.1.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

4.6 Special Construction (Cont'd)

4.6.2 Basis for Cost Computation (Cont'd)

- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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**4. NON-BASIC SERVICES AND RATES (CONT'D)**

**4.7 Service Calls**

When a Customer reports trouble to the Company for clearance and no trouble is found in the LGN facilities, the Customer may be responsible for payment of a charge calculated from the time LGN personnel are dispatched to the Customer Premise until the work is completed.

**4.7.1 Service Call Charge Rates**

- A. Normal LGN business hours..... \$100.00  
for the first ½ hour  
\$50.00 each add'l ½ hour  
  
(Monday to Saturday 7:00 a.m. to 7:00 p.m., except LGN holidays)
- B. Off-Hour LGN business hours ..... \$300.00  
for the first ½ hour  
\$75.00 each add'l ½ hour  
  
(Monday to Saturday 7:00 p.m. to 7:00 a.m., except LGN holidays)
- C. Sundays and Holiday LGN business hours ..... \$500.00  
for the first ½ hour  
\$125.00 each add'l ½ hour

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