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August 22, 2000

Via Federal Express

Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RECEIVED FPSC
00 AUG 23 PM 4:02
RECORDS AND REPORTING

001203 - 71

RE: Change of MGC Communications Inc.'s Corporate Name to Mpower Communications Corp. (Advice No. 6 [IXC] and Advice No. 5 [Price List])

Dear Ms. Bayo:

This letter is to advise the Florida Public Service Commission that MGC Communications, Inc. ("MGC") will no longer provide telecommunications services in Florida under the MGC name. MGC will now provide services in Florida under its new corporate name, Mpower Communications Corp. Attached for your review is a copy of MGC's amended certificate of authority and a new tariff that incorporates the Mpower name.

Please date-stamp and return the duplicate copy of this letter in the enclosed, self-addressed, postage pre-paid envelope.

Thank you for your assistance in this matter. If you have any questions, please contact me at 202.857.6140.

Sincerely,

Edrei G. Swanson

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

cc: Molly Pace
Douglas G. Bonner

DOCUMENT
10369 AUG 23 2000
BUCHAREST

CT CORPORATION SYSTEM

August 21, 2000

Ms. Edrei Swanson
Arent Fox Kintner Plotkin & Kahn, PLLC
1050 Connecticut Avenue
Washington, DC 20036

RE: **MGC Communications Inc.**
changed name to: Mpower Communications Corp.
Order #: 2250530

Dear Ms. Swanson:

As instructed, we enclose the following document(s), as issued by the State of Florida:

Certified Copy

If you have any questions concerning this order, please contact Susannah Gales in our Pittsburgh office. Thank you for this opportunity to be of service.

Very truly yours,

CT-Tallahassee

Enclosure(s)

Via: Federal Express
/cb

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Corporation, filed on August 21, 2000, for MGC COMMUNICATIONS, INC. which changed its name to MPOWER COMMUNICATIONS CORP., a Nevada corporation authorized to transact business in Florida, as shown by the records of this office.

The document number of this corporation is F97000005301.

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



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**APPLICATION BY FOREIGN CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN
FLORIDA**

SECTION I (1-3 must be completed)

1. MGC Communications, Inc.

Name of corporation as it appears within the records of the Department of State.
2. Incorporated under laws of: Nevada
3. Date authorized to do business in Florida: 10/9/97

FILED
00 AUG 21 PM 3:26
TALLAHASSEE, FLORIDA

SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation?

8-10-00

5. Name of corporation after the amendment, adding suffix "corporation," "company," "incorporated," or appropriate abbreviation, if not contained in new name of the corporation:

Mpower Communications Corp.

6. If the amendment changes the period of duration, indicate new period of duration.

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

Quill Zuhm - Secretary
Signature
Name and Title

10/11/00
Date

SECRETARY OF STATE



CERTIFICATE OF NAME CHANGE

I, DEAN HELLER, the duly qualified and elected Nevada Secretary of State, do hereby certify that on August 10, 2000, a Certificate of Amendment to its Articles of Incorporation changing the name to **MPOWER COMMUNICATIONS CORP.**, was filed in this office by **MGC COMMUNICATIONS, INC.** Said change of name has been made in accordance with the laws of the State of Nevada and that said Certificate of Amendment is now on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on August 16, 2000.



Secretary of State

By

Certification Clerk

Mpower Communications Corp.

Florida. P.S.C. No. 1
1st Revised Title Sheet
Canceling Original Title Sheet

**REGULATIONS AND SCHEDULE OF INTEREXCHANGE
TELECOMMUNICATIONS CHARGES
APPLYING TO END-USER
COMMUNICATION SERVICES WITHIN
THE STATE OF FLORIDA**

Issued: August 24, 2000

Effective: August 25, 2000

Kent F. Heyman
Senior Vice President, General Counsel
175 Sully's Trail
Pittsford, New York 14534

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Mpower Communications Corp., with principal offices at 175 Sully's Trail, Pittsford, New York 14534. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at any of the Company's public offices.

(T)
(T)

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
Title	1 st Revised
1	1 st Revised
2	3 rd Revised*
3	1 st Revised
4	1 st Revised
5	1 st Revised
6	1 st Revised
7	1 st Revised
8	1 st Revised
9	1 st Revised
10	1 st Revised
11	1 st Revised
12	1 st Revised
13	1 st Revised
14	1 st Revised
15	2 nd Revised*
16	2 nd Revised*
17	2 nd Revised*
18	1 st Revised
19	3 rd Revised*
20	3 rd Revised*
21	2 nd Revised*
22	Original*

*Indicates sheets revised by this filing

Issued: August 24, 2000

Effective: August 25, 2000

Kent F. Heyman
Senior Vice President, General Counsel
175 Sully's Trail
Pittsford, New York 14534

TABLE OF CONTENTS

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SYMBOLS SHEET

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

D – Delete or discontinue information

I – Change resulting in an increase to a Customer's bill

M – Moved from another tariff location

N – New material

R – Change resulting in a reduction to a Customer's bill

T – Change in Text or Regulation but no change in rate or charge

TARIFF FORMAT SHEETS

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

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

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

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Business Service: Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

Calling Card: The term "Calling Card" denotes a billing arrangement where a call may be charged to an authorized Telephone Company Calling Card Number.

Central Office: A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Commission: The Florida Public Service Commission (FPSC).

Company: Mpower Communications Corp. (Mpower), the issuer of this tariff. (T)

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

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Network: The Company's facilities, equipment, and services provided under this Tariff.

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

NSF Check: Any negotiable instrument returned by a bank, savings institution, or other eligible institution which is returned by that institution with one of the following instructions: non sufficient funds, uncollectible funds, account closed, account frozen, no account.

Residence Service: Service will be classified as residence service where the business use, if any, is merely incidental and where the major use is of a social or domestic nature.

Telecommunication Relay Service: Any telecommunications transmission service that allows a person who is hearing or speech impaired to communicate by wire or radio in a manner that is functionally equivalent to the ability of a person who is not hearing or speech impaired. Such term includes any service that enables two-way communication between a person who uses a telecommunications device or other nonvoice terminal device and a person who does not use such a device.

V and H Coordinates Method: The term “V and H Coordinates Method” denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

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

The Company shall be responsible only for the installation, operation and maintenance of the service that it provides. The responsibility of the Telephone Company shall be limited to the provision of services under this tariff and to the maintenance and operation of such service in a proper manner.

Customers and end users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The selling of IXC telecommunication service to uncertificated IXC resellers is prohibited per Florida Administrative Code, rule 25-24.4701. The Company is responsible under this tariff 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.

Services are provided 24 hours daily, seven days per week unless otherwise stated.

2.2 Limitations

- 2.2.1 The Customer may not assign or transfer the use of services provided under this tariff except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
- (A) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee expressly assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - (B) a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee expressly assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.2 Limitations (Cont'd)

2.2.1 (Cont'd)

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of assignment or transfer.

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Subject to compliance with the above mentioned rules, where a shortage or availability of facilities or equipment exists is insufficient at any time, to meet the service requirements of an IC either for temporary or protracted periods, the services offered herein will be provided to ICs on a first come first served basis per date of service order.

2.2.2 All facilities provided under this tariff are directly controlled by Mpower and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. (T)

2.2.3 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited. Customers or Subscribers reselling or rebilling the Company's Florida intrastate service must have a Certificate of Public convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.4 Liability of the Company

- 2.4.1 The liability of the Company, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided herein to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.
- 2.4.2 The Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except as specified herein. The Company's liability for a Company's direct damages incurred as a direct consequence of a service interruption or the failure of the Company to perform shall in no event exceed an amount equal to that which the Company would have otherwise paid for the period that the service was not provided during which the Company has failed to perform.
- 2.4.3 The Company will not be responsible for any lost profits of the subscriber or against the subscriber by any other party. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.4 The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
- 2.4.5 Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.4 Liability of the Company (Cont'd)

- 2.4.6 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses that may occur in cases of malfunction or nonfunction of the service or the Company's facilities, even if due to the Company's negligence, gross negligence or failure of performance, except as expressly provided herein. The Company is not an insurer. Insurance, if any, covering personal injury, property loss or loss of revenue or business advantage shall be obtained and maintained by Customer if desired by Customer.
- 2.4.7 It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence or gross negligence, active or otherwise, of the Company, its employees, agents or representatives.
- 2.4.8 The Company shall not be liable for any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to, civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 2.4.9 The Company shall not be obligated to refund any overpayment by a user unless a written claim for such overpayment, together with substantiating evidence which will allow the Company to verify such claim, is submitted within one (1) year of the alleged overpayment.
- 2.4.10 The Company makes no representation or warranty, express or implied (including, without limitation, an implied warranty regarding merchantability or fitness for a particular purpose), regarding any service provided under this tariff. The Company expressly disclaims all such warranties.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.4 Liability of the Company (Cont'd)

2.4.11 The Company shall not be liable for:

- (A) libel, slander or infringement of patents, trade secrets or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities;
- (B) infringement of patents, trade secrets, or copyrights arising from the combination or use of the Company-provided facilities with Customer-provided facilities or services;
- (C) any claim arising out of any act or omission of the Customer or any other entity furnishing services or facilities for use in conjunction with services or facilities provided by the Company;
- (D) unlawful or unauthorized use of the service or the Company's facilities;
- (E) any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities.

2.4.12 The Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the result of a willful act of the Company. The Company is not liable for any act or omission of any other company furnishing a portion of the facilities or services used to provide service to Customer; such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

2.4.13 Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within ninety (90) days after the date service was affected.

2.4.14 Customer shall defend, indemnify and hold the Company harmless of and from any and all liability, loss, claims, costs, demands, damages, or expenses disclaimed herein arising out of or in connection with the provision of service by the Company to Customer, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith. The Company shall notify Customer of any such suit or claim against the Company.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.4 Liability of the Company (Cont'd)

- 2.4.15 The Company shall not be liable for, shall be excused from performance during, and the Customer shall not be liable for charges related to the Company's excused performance during any failure of performance due to causes beyond its control, including, but not limited to, Acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; unavailability or non-performance of facilities provided by others; and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.4.16 The Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Codes by others. The unauthorized use of Customer Authorization Codes includes, but is not limited to, the placement of calls utilizing Customer's Authorization Codes without the authorization of Customer. Customer shall be fully liable for all such usage charges.

2.5 Interruption of Service

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

2.6 Discontinuance of Service by Carrier

- 2.6.1 The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
- (A) Non-payment of any sum due to the Company for regulated service for more than thirty (30) days beyond the date of the rendition of the bill for such services.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.6 Discontinuance of Service by Carrier (Cont'd)

2.6.1 (Cont'd)

- (B) A violation of any regulation governing the service under this tariff.
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- (D) The Company has given the Customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

2.6.2 When a Customer or Applicant fails to establish a satisfactory credit history, the Company may, in order to safeguard its interest, require a deposit to ensure payment of charges. The fact that a deposit has been made in no way relieves the Applicant or Customer from complying with the Company's regulations and the prompt payment of bills on presentation.

The Company may refuse service if satisfactory credit is not established and may deny or disconnect service if a deposit is not paid when requested by the Company.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the rates quoted to customers.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephones. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communication Commission.

2.9 Billing of Calls

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

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.10 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The agreement will determine terms and conditions of installation, termination of service, and conditions of installation, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

2.11 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Mpower. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the FPSC. Any objections to billed charges must be reported within sixty (60) days of receipt to the Company or the Company's billing agent or bill will be considered final. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. (T)

2.12 Deposits

2.12.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for 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) one month's estimated charges for long distance service plus installation charges.

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

2.12.3 Deposits held will accrue interest at a rate in accordance with the rules of the Florida Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

SECTION 3 – DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End for Phone Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (i.e., when 2-way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds (T) of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Toll calls are billed in six (6) second increments with a six (6) second minimum. (T)
Customer billing is rounded to the next whole cent.

3.1.3 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.2 Calculation of Distance

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

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

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

SECTION 3 – DESCRIPTION OF SERVICE – CONT'D

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of call completed/number of calls attempted) of not less than 90% during peak use periods for all FGD services (“1+” dialing).

3.4 Service Offerings

3.4.1 Mpower Long Distance Service

(T)

Mpower Long Distance Service is offered to residential and business customers of its Local Exchange services. The Company does not offer toll services to casual users on a no-presubscribed basis.

(T)

The service permits direct dialed outbound calling at non-distance and non-time of day/day of week sensitive usage rates for all Intrastate/Interstate calling. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments with a six second minimum. Customer billing is rounded to the next whole cent. No monthly minimum recurring charges or minimum monthly billing requirements apply.

In addition, where live or automated operator assistance is required for call completion or billing, applicable operator service call placement charges of either the Company or any other carrier will be applied.

3.4.2 Mpower 800 (Inbound) Long Distance Service

(T)

Mpower 800 (Inbound) Long Distance Service is offered to business customers. The service permits inbound 800 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines.

(T)

(T)

(D)

|

(D)

800 service is only available to business customer who have an Mpower-provided local exchange line and where service is available within the United States, Canada and the Caribbean. The Customer may be assigned any of the designated 800 numbers, e.g., 877, 888, that are available.

(N)

Call are limited to originating or terminating within the service areas listed below. The Customer may choose from any of the following calling options:

- | | |
|-----------------------|------------------------------------|
| Service Area Option 1 | United States |
| Service Area Option 2 | United States + Canada |
| Service Area Option 3 | United States + Canada + Caribbean |

(N)

SECTION 3 – DESCRIPTION OF SERVICE – CONT'D3.4.3 Mpower Calling Card Services (T)

Mpower's Calling Card Services is a calling card service offered to residential and business customers who subscribe to Mpower Long Distance Service. Rates apply to the Company's Calling Card for Continental U.S. calling. Each call is billed a six (6) second minimum and six (6) second increments thereafter. Customer billing is rounded to the next whole cent. The rate is not affected by time of day, day of week, calling pattern distributions or volume requirements. No per call or monthly maintenance fees are associated with these services. Extended area and international minute rates will be the same as filed in Mpower's International Tariff F.C.C. No. 2. (T)

3.4.4 Operator Services

The Company's operator services are provided to residential and business customers who "presubscribe" to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (I) a fixed operator charge which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

3.4.4.A Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but selects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- (A) calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the Mpower network; and (T)
- (B) calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

SECTION 4 – RATES

4.1 Mpower Long Distance Service

Intrastate toll service is available to residential and business customers. It offers customers non-distance and non-time of day/day of week sensitive usage rates for all their Intrastate calling. Intrastate toll calls are billed in six (6) second increments with a six (6) second minimum. Customer billing is rounded to the next whole cent. The Record Order Change Charge will be waived for customers wishing to switch from their present carrier to the Company's Long Distance Service.

(T)
(N)
|
(N)

Rate per minute

Residential

IntraState/InterLATA

\$0.10

(T)

Business

IntraState/InterLATA

\$0.05

(T)

4.2 Mpower 800 (Inbound) Long Distance Service

(T)

(D)

|
(D) (M)

For rates and information on Mpower's 800 service for business customers, please see Mpower's FCC No. 1 tariff.

(N)

4.2.1 Payphone Surcharge

Calls originating from pay telephones will incur a surcharge per call of:

\$0.30

4.2.2 Directory Listing Charges

Customers subscribing to the Company's 800 service may have their toll free number listed in the Toll Free Directory, (800) 555-1212, for a monthly charge. The Customer may choose up to three different variation for how their name will be listed in the Toll Free Directory. There is no non-recurring charge for setting up the listing.

Monthly Recurring Charge

800 Directory Listing

\$14.00

(N) (M)

(M) Indicates material was moved to 2nd Revised Sheet 20

SECTION 4 – RATES - CONT'D

4.3	<u>Mpower Calling Card Services</u>		(M)
	Residence	\$0.20	(R)
	Business	\$0.12	(R)
	Each call is billed a six (6) second minimum and six (6) second increments thereafter. No per call or monthly maintenance fees are associated with these services.		(M)
4.3.1	<u>Payphone Surcharge</u>		(N)
	Calls originating from pay telephones will incur a surcharge of:	\$0.30	
4.3.2	<u>Directory Assistance</u>		
	Calls placed with the assistance of an operator and charged to a calling card will incur an additional Directory Assistance charge.		
	Per Call charged to Mpower's Calling Card	\$0.85	(N)
4.4	<u>Operator Services</u> (for presubscribed customers)		(M)
4.4.1	Usage Rates: The appropriate rates found under 4.1 or 4.3 shall apply.		(M)
4.4.2	Operator Charges:		
	Person-to-Person	\$2.98	
	Station-to-Station	\$1.26	
	Customer Dialed Calling Card	\$.75	
	Operator Dialed Calling Card	\$1.26	
	Operator Dialed Surcharge*	\$0.60	
	*An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge.		(M)
4.5	<u>Payment of Calls</u>		
4.5.1	<u>Late Payment Charges</u>		
	Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty (30) days old.		(T)

(M) Indicates material has been moved from 1st Revised Sheet 19

(M) Indicates material has been moved to 1st Revised Sheet 21

SECTION 4 – RATES - CONT'D

4.5 Payment of Calls (Cont'd)

(M)

4.5.2 Return Check Charges

A NSF return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

4.6 Restoration of Service

A reconnection fee of \$55.00, per line, per occurrence, is charged when service is re-established for business or residential customers who had been disconnected for non-payment.

4.7 Special Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customers awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. Each promotional offering of the Company for any service set forth in this tariff must be submitted to and filed with the Florida Public Service Commission with specific starting and ending dates.

(M)

The Company may discontinue, without notice, any promotion prior to the advertised ending date.

(N)

(N)

4.8 Special Rates for the Handicapped

4.8.1 Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle. The Customer must contact the Company for credit on their directory assistance calls.

(M)

(M)

(M) Indicates material has been moved from 2nd Revised Sheet 21

(M) Indicates material has been moved to Original Sheet 22

SECTION 4 – RATES - CONT'D

4.8 Special Rates for the Handicapped (Cont'd)

(M)

4.8.2 Hearing and Speech Impaired Persons Discounts

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.8.3 Telecommunications Relay Service

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

(M)

(M) Indicates material has been moved from 1st Revised Sheet 21

Issued: August 24, 2000

Effective: August 25, 2000

Kent F. Heyman
Senior Vice President, General Counsel
175 Sully's Trail
Pittsford, New York 14534

Mpower Communications Corp.

Florida P.S.C. Price List No. 1
1st Revised Title Sheet
Canceling Original Title Sheet

**REGULATIONS AND SCHEDULE OF LOCAL EXCHANGE
TELECOMMUNICATIONS CHARGES
APPLYING TO END-USER
COMMUNICATION SERVICES WITHIN
THE STATE OF FLORIDA**

Issued: August 24, 2000

Effective: August 25, 2000

Kent F. Heyman
Senior Vice President/General Counsel
175 Sully's Trail
Pittsford, NY 14534

TITLE SHEET

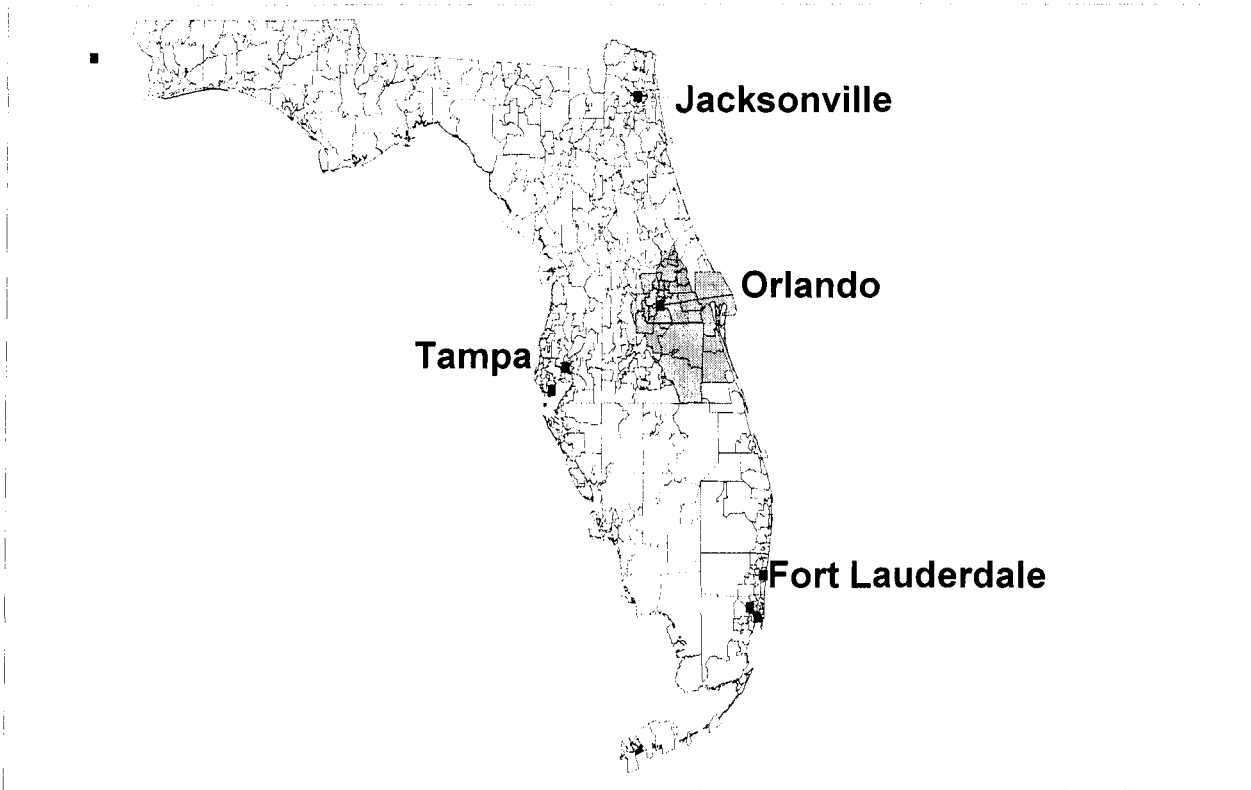
FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Mpower Communications Corp., with principal offices at 175 Sully's Trail, Pittsford, New York 14534. 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 any of the Company's public offices. (T)

The descriptions, regulations and rates for the provision of the Company's Intrastate Access service are as specified in Mpower's Interstate F.C.C. No. 1, as it now exists, and as it may be revised, added to or supplemented. (T)

The descriptions, regulations and rates for the provision of the Company's Long Distance service are as specified in Mpower's Florida P.S.C. No. 1 tariff, as it now exists, and as it may be revised, added to or supplemented. (T)

SERVING AREA MAP



Mpower's Local Calling Area

Local Exchange Service will be provided via the Company's facility-based switches using unbundled network elements of BellSouth and GTE where Mpower is able to collocate*

The shaded areas outline the boundary for each serving LATA.

(T)

(T)

*Initially, the availability of service will be limited to the NPA/NXXs served by the Company's collocates in the following LATAs: Jacksonville "0452", Orlando "0458", "Fort Lauderdale "0460", and Tampa "0952"). The Company will have switches in each of these exchanges.

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 sheets(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date of the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
Title	1 st Revised*
1	1 st Revised*
2	3 rd Revised*
3	3 rd Revised*
4	1 st Revised*
5	1 st Revised*
6	1 st Revised*
7	1 st Revised*
8	1 st Revised*
9	1 st Revised*
10	2 nd Revised*
11	1 st Revised*
12	2 nd Revised*
13	1 st Revised*
14	2 nd Revised*
15	1 st Revised*
16	1 st Revised*
17	1 st Revised*
18	3 rd Revised*
19	1 st Revised*

*Indicates sheets that have been revised by this filing.

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SYMBOLS SHEET

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

D – Delete or discontinue information

I – Change resulting in an increase to a Customer's bill

M – Moved from another price list location

N – New material

R – Change resulting in a reduction to a Customer's bill

T – Change in Text or Regulation but no change in rate or charge

PRICE LIST FORMAT SHEETS

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

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

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

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Business Service: Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

Central Office: A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Commission: The Florida Public Service Commission (FPSC).

Company: Mpower Communications Corp. (Mpower), the issuer of this price list. (T)

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

Discontinuance of Service: Temporary (10 days or less) disconnection of telecommunications service.

Installation or Service Connection Charge: A non-recurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area: The geographical area in which calls are not charged long distance or intraLATA rates.

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

Local Exchange Carrier (LEC): Refers to the dominant local exchange carrier in an area also served by the Company, e.g., Bell South.

Network: The Company's facilities, equipment, and services provided under this Price list.

NSF Check: Any negotiable instrument returned by a bank, savings institution, or other eligible institution which is returned by that institution with one of the following instructions: non sufficient funds, uncollectible funds, account closed, account frozen, no account.

Price list: The rates, charges, rules and regulations adopted and filed by the Company with the Florida Public Service Commission.

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

Residence Service: Service will be classified as residence service where the business use, if any, is merely incidental and where the major use is of a social or domestic nature.

Telecommunication Relay Service: Any telecommunications transmission service that allows a person who is hearing or speech impaired to communicate by wire or radio in a manner that is functionally equivalent to the ability of a person who is not hearing or speech impaired. Such term includes any service that enables two-way communication between a person who uses a telecommunications device or other nonvoice terminal device and a person who does not use such a device.

V and H Coordinates Method: The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

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.

The Company shall be responsible only for the installation, operation and maintenance of the service that it provides. The responsibility of the Telephone Company shall be limited to the provision of services under this price list and to the maintenance and operation of such service in a proper manner.

Customers and end 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.

Services are provided 24 hours daily, seven days per week unless otherwise stated.

2.2 Limitations

2.2.1 The Customer may not assign or transfer the use of services provided under this price list except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

- (A) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee expressly assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (B) a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee expressly assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.2 Limitations (Cont'd)

2.2.1 (Cont'd)

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations conditions contained in this price list shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of assignment or transfer.

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Subject to compliance with the above mentioned rules, where a shortage or availability of facilities or equipment exists and is insufficient at any time to meet the service requirements of an IC either for temporary or protracted periods, the services offered herein will be provided to ICs on a first come first served basis per date of service order.

2.2.2 All facilities provided under this price list are directly controlled by Mpower and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. (T)

2.2.3 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this price list may be used for any lawful purpose for which the service is technically suited.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.4 Liability of the Company

- 2.4.1 The liability of the Company, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the charge to the Customer for the service during the period when such mistakes, omissions, interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided herein to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.
- 2.4.2 The Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this price list including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except as specified herein. The Company's liability for a Company's direct damages incurred as a direct consequence of a service interruption or the failure of the Company to perform shall in no event exceed an amount equal to that which the Company would have otherwise paid for the period that the service was not provided during which the Company has failed to perform.
- 2.4.3 The Company will not be responsible for any lost profits of the subscriber or against the subscriber by any other party. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.4 The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
- 2.4.5 Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.4 Liability of the Company (Cont'd)

- 2.4.6 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses that may occur in cases of malfunction or nonfunction of the service or the Company's facilities, even if due to the Company's negligence, gross negligence or failure of performance, except as expressly provided herein. The Company is not an insurer. Insurance, if any, covering personal injury, property loss or loss of revenue or business advantage shall be obtained and maintained by Customer if desired by Customer.
- 2.4.7 It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence or gross negligence, active or otherwise, of the Company, its employees, agents or representatives.
- 2.4.8 The Company shall not be liable for, shall be excused from performance during, any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to, national emergencies, riots or wars, civil disorders; labor problems; Acts of God, fire, flood, earthquakes, hurricanes; atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 2.4.9 The Company shall not be obligated to refund any overpayment by a user unless a written claim for such overpayment, together with substantiating evidence which will allow the Company to verify such claim, is submitted within one (1) year of the alleged overpayment.
- 2.4.10 The Company makes no representation or warranty, express or implied (including, without limitation, an implied warranty regarding merchantability or fitness for a particular purpose), regarding any service provided under this price list. The Company expressly disclaims all such warranties.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.4 Liability of the Company (Cont'd)

2.4.11 The Company shall not be liable for:

- (A) libel, slander or infringement of patents, trade secrets or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities;
- (B) infringement of patents, trade secrets, or copyrights arising from the combination or use of the Company-provided facilities with customer-provided facilities or services;
- (C) any claim arising out of any act or omission of the Customer or any other entity furnishing services or facilities for use in conjunction with services or facilities provided by the Company;
- (D) unlawful or unauthorized use of the service or the Company's facilities;
- (E) any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities.

2.4.12 The Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the result of a willful act of the Company. The Company is not liable for any act or omission of any other company furnishing a portion of the facilities or services used to provide service to Customer; such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

2.4.13 Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within ninety (90) days after the date service was affected.

2.4.14 Customer shall defend, indemnify and hold the Company harmless of and from any and all liability, loss, claims, costs, demands, damages, or expenses disclaimed herein arising out of or in connection with the provision of service by the Company to Customer, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith. The Company shall notify Customer of any such suit or claim against the Company.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.5 Interruption of Service

- 2.5.1 Credit allowance for the interruption of service that is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.4.1 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 2.5.3 If a service interruption remains out of order in excess of 24 hours after being reported, appropriate adjustments or refunds shall be made to the Customer, upon the Customer's request. The refund to the Customer shall be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on the subsequent bill for telephone service.

2.6 Discontinuance of Service by Carrier

- 2.6.1 The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
- (A) Non-payment of any sum due to the Company for regulated service for more than thirty (30) days beyond the date of the rendition of the bill for such services.

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.6 Discontinuance of Service by Carrier (Cont'd)

2.6.1 (Cont'd)

- (B) A violation of any regulation governing the service under this price list.
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- (D) The Company has given the Customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

2.6.2 When a Customer or Applicant fails to establish or maintain a satisfactory credit history, the Company may, in order to safeguard its interest, require a deposit to ensure payment of charges. The fact that a deposit has been made in no way relieves the Applicant or Customer from complying with the Company's regulations and the prompt payment of bills on presentation.

The Company may refuse service without incurring any liability if satisfactory credit and payment history is not established and maintained. The Company may deny or disconnect service if the deposit is not paid when requested by the Company.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the rates quoted to customers.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephones. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communication Commission.

2.9 Billing of Calls

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

SECTION 2 – RULES AND REGULATIONS – CONT'D

2.10 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The agreement will determine terms and conditions of installation, termination of service, and conditions of installation, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this price list.

2.11 Payment for Service

2.11.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Mpower. All (T) charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the FPSC. Any objections to billed charges must be reported within 60 days of receipt to the Company or the Company's billing agent or bill will be considered final. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.12 Deposits

2.12.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for 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) one month's estimated charges for local access service plus installation charges.

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

2.12.3 Deposits held will accrue interest at a rate in accordance with the rules of the Florida Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

SECTION 3 – DESCRIPTION OF SERVICE

3.1 Local Exchange Services

3.1.1 General

Services are available to business and residential customers. The classification of service as business or residence is determined by the character of use of the service as stated in the Section 1 - Definitions in this price list.

Local Exchange Service provides an individual access line for the transmission of one-way or two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. The individual access line also enables the Customer to access the service of long distance carriers.

The Company assesses non-recurring Service Connection Charges, monthly recurring charges and all applicable governmentally imposed surcharges.

3.2 Service Offerings

3.2.1 Residential Service

Mpower provides the residential Customer with an individual network access line on a flat rate basis within the local calling area. The local calling area is defined in 4.1 in this price list. (T)

3.2.2 Business Service

Mpower provides the business Customer with an individual network access line on a flat rate basis within the local calling area. The local calling area is defined in 4.1 in this price list. The Company offers business customers single, multi-line, PBX, DID/DOD and payphone lines for all their business needs. (T)

3.2.3 Mpower Long Distance Service

Mpower Long Distance Service is offered to residential and business customers of its Local Exchange services. The Company does not offer toll services to casual users on a no-presubscribed basis. Rates for the Company's long distance service may be found in Florida P.S.C. No. 1 tariff. International rates may be found in Mpower's F.C.C. No. 2 tariff. (T)

SECTION 4 – RATES4.1 Mpower Local Exchange Service (T)

Mpower provides residential and business customers with an individual network access line on a flat rate basis within the local calling area. The local calling area for customers residing in each of the following exchanges extends within and throughout the applicable LATA: Jacksonville "0452", Orlando "0458", Fort Lauderdale "0460" and "Tampa "0952" (see Serving Area Map on Sheet 2). Mpower customers may select Mpower or any other carrier for their InterLATA/ IntraState long distance traffic. Customers selecting Mpower as their carrier who are calling outside the local calling area, but within the state will be charged the InterLATA/IntraState rates found in Florida P.S.C. No. 1 tariff. (T)

Monthly Rate

Residential Access Line	\$ 9.50	(T)
Business Access Line	\$26.00	(T)

4.2 Payment of Calls4.2.1 Late Payment Charges

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.2.2 Return Check Charges

A NSF return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

4.3 Restoration of Service

A reconnection fee of \$55.00, per line, per occurrence, is charged when service is re-established for business or residential customers who have been disconnected for non-payment.

4.4 Special Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customers awareness of a particular offering. These offerings may be limited to certain dates, times and/or locations.

SECTION 4 – RATES - CONT'D

4.5 Special Rates for the Handicapped

4.5.1 Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing price list rates for every call in excess of 50 within a billing cycle. The Customer must contact the Company for credit on their directory assistance calls.

4.5.2 Hearing and Speech Impaired Persons Discounts

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be discounted fifty (50) percent. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.5.3 Telecommunications Relay Service

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