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COMMISSION
CLERK

April 1, 2002

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020299-TI

Florida Public Service Commission
Division of Records & Reporting
2540 Shumard Oak Blvd
Tallahassee, FL 32399-0850

Re: Choice Telco's Application Form for Authority to Provide Interexchange
Telecommunications Service Between Points within The State of Florida.

REQUEST FOR CONFIDENTIALITY

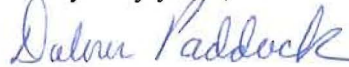
Dear Sir or Madam:

I have enclosed herewith the Application Form for Authority to Provide Interexchange Telecommunications Service Between Points Within The State of Florida for Choice Telco, LLC ("Choice"). Additionally, I have enclosed a Motion for Protective Order and Protective Order which hereby requests confidentiality with respect to question 23C because it contains proprietary information related to the financial and business operations of Choice, the divulgence of which would bring harm to Choice and serve no public interest whatsoever.

Please date-stamp the extra copy of this cover letter and return it in the enclosed self-addressed, stamped envelope to acknowledge receipt.

If you have any questions or require additional information, please do not hesitate to contact me at (860) 249-2000.

Very truly yours,



Dolores Paddock
Regulatory Manager

DOCUMENT NUMBER-DATE

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020299-TI

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480

AUS _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
GCL _____
OPC _____
MMS _____
SEC _____
OTH _____

FORM PSC/CMU 31 (12/96)
Required by Commission Rule Nos. 25.24-470,
25-24.471, and 25-24.473, 25-24.480(2).

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:
[Handwritten initials]

DOCUMENT NUMBER-DATE
03815 APR-4 88
FPSC-COMMISSION CLERK

1. This is an application for \sqrt (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:

Choice Telco L.L.C.

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

Choice Telco

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

Bushnell on The Park

100 Wells St.

Hartford, CT 06103

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

none

6.
Select type of business your company will be conducting \sqrt (check all that apply):

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

- () **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- () **Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- (X) **Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | |
|--|-------------------------|
| () Individual | () Corporation |
| () Foreign Corporation | () Foreign Partnership |
| () General Partnership | () Limited Partnership |
| (X) Other <u>limited liability company</u> | |

8. **If individual**, provide:

Name: N/A
Title: _____
Address: _____
City/State/Zip: _____

Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

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

(a) **The Florida Secretary of State Corporate Registration number:**
 N/A

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

(a) **The Florida Secretary of State Corporate Registration number:**
 N/A

11. **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:**
 N/A

12. **If a limited liability ^{company} partnership**, provide proof of registration to operate in Florida:

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

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

Name: _____ N/A _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **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: _____ N/A _____

15. Provide **F.E.I. Number** (if applicable): _____ 06-1615366 _____

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() Yes () No

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

Information shall be listed on all bills in compliance with applicable Federal and State Laws.

17. Who will receive the bills for your service?

- Residential Customers Business Customers
 PATs providers PATs station end-users
 Hotels & motels Hotel & motel guests
 Universities Universities dormitory residents
 Other: (specify)_____.

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

(a) The application:

Name: Joseph Sauer III

Title: member

Address: Bushnell on The Park 100 Wells ST

City/State/Zip: Hartford, CT 06103

Telephone No.: 860-249-2000 Fax No.: 860-249-3000

Internet E-Mail Address: jsauer@choicetelco.com

Internet Website Address: www.choicetelco.com

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

Name: Joseph Sauer III
Title: member
Address: Bushnell on The Park 100 Wells St
City/State/Zip: Hartford, CT 06103
Telephone No.: 860-249-2000 Fax No.: 860-249-3000
Internet E-Mail Address: jsauer@choicetelco.com
Internet Website Address: www.choicetelco.com

(c) Complaints/Inquiries from customers:

Name: same as above
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

we have not yet begun operations

(b) has applications pending to be certificated as an interexchange telecommunications company.

we are applying to be certificated in Texas,
New Jersey, Ohio, Illinois, Pennsylvania

(c) is certificated to operate as an interexchange telecommunications company.

CT

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

none

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

none

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

none

20. 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. If so, please explain.

no

(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.

no

21. The applicant will provide the following interexchange carrier services \checkmark (check all that apply):

a. x **MTS with distance sensitive per minute rates**

 x Method of access is FGA
 x Method of access is FGB
 x Method of access is FGD
 x Method of access is 800

b. x **MTS with route specific rates per minute**

 x Method of access is FGA
 x Method of access is FGB
 x Method of access is FGD
 x Method of access is 800

c. x **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

d. _____ **MTS for pay telephone service providers**

e. _____ **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. **800 service (toll free)**

g. **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. _____ **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

i. **Travel service**

- Method of access is 950
- Method of access is 800

j. _____ **900 service**

k. _____ **Operator services**

- _____ Available to presubscribed customers
- _____ Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- _____ Available to inmates

1. **Services included are:**

- _____ Station assistance
- _____ Person-to-person assistance
- _____ Directory assistance
- _____ Operator verify and interrupt
- _____ Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

SEE ATTACHED

23. Submit the following:

A. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

see attached

B. 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 attached

C. Financial capability. We do not have audited financial statements.

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; Financial statements are being submitted under seal subject to the proposed protective order
2. income statement; and enclosed.
3. statement of retained earnings.

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.*

QUESTION 23A and 23B

GEOFFREY ROWNTREE - received a Bachelor of Business Administration Degree from American International College, Springfield, Massachusetts in 1976 and joined Diebold Inc. at Canton, Ohio as a sales representative following graduation. He specialized in electronic banking products including networked automatic teller machines (ATM).

He then founded New England Business Interiors in 1984 and operated it until 1992. The company designed and built specialty electronic furniture and computer room control consoles in large corporations data processing operations centers.

Mr. Rowntree has been marketing consult since 1993 to major corporations including Coca-Cola.

In addition to his business activities, Mr. Rowntree was appointed to the State of Connecticut Judicial Review Council by the Governor of the State of Connecticut.

Question 23A and 23B

JOSEPH H. SAUER, III - holds a Bachelor of Science Degree in Electrical Engineering from Worcester Polytechnic Institute, Worcester, MA. He has experience in computer networking and telephone system installation and management. Mr. Sauer has managed a retail service organization in Connecticut (Pocono Marina Inc.) since 1982, and has been President of said corporation since 1987.

Mr. Sauer oversees all technical aspects of proposed services for Connecticut Bay Phone LLC. He manages purchasing and implementation of tools, equipment, and services. He defines company policies and customer service policies. Mr. Sauer is responsible for book and record keeping, reporting to outside agencies, and office management.

Question 23A & 23B

DOLORES PADDOCK - Dedicated Sales Director with over 30 years of telecommunications background. Significant experience in sales, managing, training and all aspects of customer service, contact and supervising sales people on a daily basis.

Experience

1996 - ~~2001~~
Sales Director

Connecticut Telephone

Wallingford, CT

- Oversee outside account executives in all their job functions
- Train sales force on all new landline functions related to selling.
- Interact with customers and solve their individual problems and concerns.
- Assist account executives with appointments to help them close the sale of that client.
- Oversee the provisioning process of the orders.
- Attend meetings with other department heads when necessary.
- Interact with high maintenance accounts and go to their businesses to review their bills when needed.
- Discuss our long distance rates to maintain a profitable margin while also competitive rate in the long distance field.
- Review work problems with account executives when necessary and help find a solution.
- Participate in monthly meetings with the Vice President of Sales, other departments and the outside sales force.
- Participate in weekly meetings with the Vice President of Sales and outside account executives.
- Interact with the provisioning department concerning orders that the account executives deliver for the processing.
- Assist landline department with problems during a specific conversion and call the customer when necessary.
- Interact with the installation and repair department concerning a customer's problem, concern or need.
- Attend monthly meetings to update and review recent changes that need to be related to the sales force and other departments.

1996-1996

S.N.E.T. Co.

New Haven, CT

Assistant Manger, training and development

- Trained new employees on computer screens related to customer service.
- Assisted in new training procedures.
- Assisted customer service representatives.

1969-1995

S.N.E.T. Co.

North Haven, CT

Business and Residential Sales Representative

- Perform extensive customer service through direct linkage with SNET customers.

- Respond to request, investigate and resolve problems.
- Modify, remove or sell equipment and services.
- Interact with numerous large business customers to analyze their needs.
- Involved in all types of customer accounts and their concerns.

Awards/Achievements

- 1990 Top Seller in the Business Group in the sales of Fax machines
- Published in the SNET Marketing Bi-Annual Paper
- One of the top 15 sellers in the SNET Business Services receiving many NOVA awards consecutively over the past 20 years
- Top Seller Club numerous years
- Winner of multiple trips and prizes

Education

Southern Connecticut State University, New Haven, CT
University of New Haven, West Haven, CT
Mt. Ida Junior College, Newton, Ma

question 23A & 23b

THOMAS P. SANFORD - holds a Bachelor of Arts Degree in Math from Western Connecticut State University, Danbury, CT. He has owned and managed a retail service organization in Connecticut (Pocono Marina Canvas Shop) since 1979.

Mr. Sanford organizes and participates in sales efforts of Company. He manages and implements maintenance policies and schedules. He oversees customer service policies, book and record keeping, and office management. He participates in technical aspects of proposed services.

**REGULATIONS AND RATES APPLICABLE TO PROVIDING
INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES
IN THE
STATE OF FLORIDA
FURNISHED BY:**

CHOICE TELCO, L.L.C.

CHECK PAGE

All the pages of this tariff are effective as of the dates shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff.

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS:

The entity utilizing and participating under this Tariff is:

Choice Telco, L.L.C.
100 Wells Street
Hartford, Connecticut 06103 (“Choice Telco” or the “Company”)

SYMBOLS

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer’s Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To a Customer’s Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

TARIFF FORMAT

- A. Page Numbers – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page is added between 14 and 15 would be 14.1.
- B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page versions on file with the FPSC. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence – There are six 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).1a
- D. Check Pages – When a tariff filing is made with the Florida Public Service Commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS**1.1 Definitions**

The following capitalized terms when used in this Tariff shall have the meanings ascribed to such terms below, except in such cases where it is expressly stated otherwise. Abbreviations for telecommunications terms contained below, to the extent not expressly defined, shall have such meanings as are common and customary within the telecommunications industry.

Applicant: Applicant is any entity or individual who applies to be, or applies on behalf of another to become, a Customer of Services under this Tariff. Any Applicant making an application for Service from the Company shall be deemed to have made a representation to the Company that such person has all requisite legal authority to act on behalf of the person for whom such application is made, and by making such application shall be liable for indemnifying and holding harmless the Company of and from any and all costs, expenses, and damages which the Company may suffer as a result of such representation being false or incorrect.

Business Customer: A Business Customer is a customer whose use of the Services is for a business, professional, occupational, institutional, non-profit, charitable, scientific, educational or social purpose.

Call Blocking: Call Blocking is a feature that enables the company to suspend a Customer's use of the Company's long distance services, other than 10XXX, 950, 911, 800, 888, 411 and operator assisted calls. Call Blocking may be implemented for non-payment as provided in Section 2.11.1. The Customer, when attempting to place a long distance call, will receive a recorded message indicating that normal long distance calling service has been interrupted and will furnish the Customer with a customer service 800 number to make arrangements for service restoration.

Certified Services: Certified Services means any telecommunications service, such as intrastate or local exchange service, which the Company from time to time is authorized by the DPUC to furnish within the State, or any part thereof, and is then being furnished by the Company.

Choice Telco: Choice Telco means the Company.

Company: Company means Choice Telco, L.L.C., a Connecticut limited liability company.

Customer: The Customer is a person or legal entity which subscribes to Service from the Company and thereby assumes responsibility and primary liability for the payment of charges and compliance with the terms, conditions and regulations of this Tariff.

Dedicated Access: If a Customer's station equipment or PBX has a direct station line or path to the network of the Underlying Carrier, it is considered Dedicated Access. When Dedicated Access is required to access the Company's services, the Customer is responsible for obtaining access. In telecommunications terminology, this is also referred to as special access.

Dedicated Services: Dedicated Services means Services utilizing Dedicated Access. Dedicated Services are available only under the Business Services Offering which is described in Section 6.1 of this Tariff.

DUC: DUC is an acronym for Designated Underlying Carrier. The Company may select from time to time, and change from and to, one or more Underlying Carriers for the purpose of furnishing Services to Customers on a resale basis. A Customer using Services shall be selecting the Company as its primary IXC.

Employees: The term employees refers to the employees of the Company, and all subsidiaries, affiliates, and any other groups designated by the Company from time to time.

FPSC: FPSC means the Florida Public Service Commission.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a LATA different from the one from which the call originated.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC is an acronym for Interexchange Carrier.

LATA: LATA is an acronym for Local Access Transport Area which is a geographic area established for the provision and administration of communications service provided for in the Modification of Final Judgment and any further modification thereto.

LEC: LEC is an acronym for Local Exchange Carrier.

LOA: LOA means a "Letter of Agency." A Letter of Agency, for purposes of this Tariff, shall mean the Customer's election to select the Company as the Customer's primary interexchange carrier, and authorization for the Company to notify the Customer's then current designated interexchange carrier that the Customer has selected the Company as its primary carrier. LOA's shall contain, at minimum, the information and disclosures required by the FCC and FPSC from the time to time, at such time, together with such other information as contemplated hereunder. An LOA may constitute a Service Agreement if such LOA sets forth the applicable Plan to which the Customer is subscribing.

Local Service: Local Service means any authorized local exchange telephone services provided by the Company within the State, as the same may be described in one or more local exchange service tariffs which may be filed with the FPSC.

MATR: MATR stands for Minimum Average Time Requirement.

Non-Certified Services: Non-Certified Services shall mean any communications, information or entertainment services, whether voice or data or both, and irrespective of the method, mode or means of carriage or transmission, which may be lawfully offered or furnished on a commercial basis within the State of Connecticut by the Company from time to time without the approval of the FPSC.

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9, and X is a number between 0 and 9.

Plan: Plan means one or more Plans offered under the Residential Service Offering described in Section 5 of this Tariff or the Business Service Offering Plan described in Section 6 of this Tariff for which a Customer may be eligible for subscription. A Customer may be eligible for one or more Plans from time to time and it shall be the Customer's responsibility to select the Plan which is most appropriate for the Customer.

PBX: PBX is an acronym for Private Branch Exchange.

POP: POP is an acronym for Point-of-Presence and is the central office of the Underlying Carrier where the LEC hands off the traffic of the Company's Customers or where the Customer's access facility interconnects with the Underlying Carrier.

Service (or Services): Service means the IntraLATA interexchange Type-P Services being furnished by the Company under this Tariff. The term "services" without capitalization means any and all services offered by the Company, including the Services.

Service Agreement: Service Agreement means an agreement between the Customer and the Company pursuant to which the Customer subscribes for Services under a Plan under this Tariff. A Service Agreement, to be valid, shall be evidenced by a writing signed by the Customer (such as an LOA or other written agreement), or evidenced, if acceptance and agreement is orally communicated by the Customer over the telephone, by recording the conversation with the Customer and sending the Customer a written confirmation identifying the Plan to which the Customer subscribed and the applicable Service Rates under the Plan.

For each Customer, the Customer's Service Agreement shall be deemed a part of this Tariff.

Service Offerings: Service Offerings means the two primary general offerings of Services being made by the Company. They are the Residential Service Offering and Business Service Offering. Within each general Offering there may be one or more Plans made available by the Company as described within this Tariff from time to time.

Service Rate: Service Rate means, with respect to any particular Customer, the specific usage sensitive rates for Services under a Plan subscribed to by the Customer under a Service Agreement.

State: State refers to the State of Florida.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC to reach the network of the Underlying Carrier's POP, the access is switched.

Switches Services: Switched Services means Service utilizing a Switched Access basis. Switched Services are available under both the Residential Services Plan and Business Services Plan, which are described in Section 5 and Section 6 of this Tariff.

Type-N Service: Type-N Service is any telecommunications service which is furnished by the Company to the Customer utilizing in whole, or in part, network facilities or components which are owned or leased by the Company.

Type-P Service: Type-P Service is any Service which is furnished by the Company to the Customer through the means of resale of the services of an Underlying Carrier.

Underlying Carrier: Underlying Carrier refers to the interexchange carrier that provides the long distance services that the Company resells as Type-P Services.

SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1** This Tariff contains the description, regulations, and rates applicable to the offering of Type-P Intrastate intraLATA exchange and intrastate interLATA telecommunications services (the “Service”) offered by the Company through Underlying Carriers. The Company’s services are furnished for communications originating and terminating at points within the State under terms of this Tariff. The Company reserves the right to change or modify the Tariff from time to time, in its sole and absolute discretion, subject to FPSC approval.
- 2.1.2** This Tariff governs the provision of inbound and outbound intrastate interexchange telecommunication services, and other services relating thereto from time to time, within the State by means of resale of the services of Underlying Carriers. The Company’s services are provided on a monthly basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of facilities and the underlying wholesale services of the Underlying Carriers, and the terms and provisions of this Tariff.
- 2.2.2** The Company reserves the right to discontinue offering Service, or limit the use of Service, without liability, when necessitated by conditions beyond its control, or when the Customer is using Service in violation of the law or the provisions of this Tariff.
- 2.2.3** Prior written permission from the Company is required before any assignment or transfer of Service by any Customer, which consent shall not be unreasonably withheld. All regulations, obligations and conditions contained in or created under this Tariff shall apply to all such permitted assignees, successors, transferees, executors or heirs, as well as all conditions for Service.
- 2.2.4** The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers or End Users as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing the Service, as determined by the Company in its reasonable judgment.

2.3 Liabilities of the Company

- 2.3.1** Conditions under which the Company may refuse or terminate service without liability include:

-
- For non-payment of any sum due and owing to the Company in respect of any services (Certified or Non-Certified) furnished by the Company to the Customer in accordance with the provisions contained herein; or
 - For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers or prearranged account code numbers; or
 - Upon condemnation of any material portion of the facilities used by the Company or its Underlying Carrier to provide Service to Customer; or
 - Upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition with the time permitted by law; or
 - For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any applicable laws, rules, regulations, orders, or policies; or
 - By reason of any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
 - If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents or Services.

2.3.2 The Company shall have no liability to Customer or any other party for any failure of performance of the Services hereunder due to causes beyond its control, including, but not limited to:

- interruption in the operation or working of the DUC or Underlying Carrier's transmission facilities or systems, or any part thereof;
- acts or omissions of the DUC or the Underlying Carrier;
- acts of God such as storms, fire, flood, or other catastrophes;
- any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority;
- national emergencies, insurrections, riots, rebellions, civil disturbances, wars, strikes, lockouts, work stoppages, or other labor disputes and difficulties; or
- notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.3 The liabilities of the Company to Customer and any other third party claiming by, through or under the Customer, for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of offering Service hereunder, or any other service offered in connection therewith, and not caused or contributed to by the negligence or intentional acts of the

Customer shall in no event exceed the lesser of either (i) an amount equal to the portion of Customer's recurrent, non-usage sensitive charges incurred for the effected or interrupted service in the immediately preceding month, pro-rated for the number of days of service outage based on a thirty (30) day month, or (ii) the amount of \$100.

2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of any Service.

2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the offering of Services when such defacement or damage is not the result of the Company's gross negligence. The Customer shall indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or third party claims for such damages.

2.3.6 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization. The Customer will indemnify and hold harmless the Company from any claims of the owner of the Customer's premises or other third party claims for such damages.

2.3.7 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of any services furnished by the Company.

2.3.8 Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service, or any other services furnished in connection therewith. Abuse or fraudulent use of any service includes:

- The use of any service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;

- The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with or making connection with any service components of the Underlying Carrier, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charges for such service;

-
- The use of any service of the Company for a message or messages, anonymous or otherwise if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
 - The use of any service in such a manner as to interfere unreasonably with the use of any other service by one or more other customers;
 - The use of any service to perpetrate or attempt to perpetrate, or aid or abet in the perpetration of, any criminal or unlawful act or activities.

2.3.9 The Company's liability shall be limited to that expressly assumed in Section 2.2 hereof. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishings of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, and any other services furnished from time to time by the Company to the Customer, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth herein. The Customer shall not use nor permit others to use any Services of the Company in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

2.4.2 The Services furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

(A) One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that customer and will be subject to all regulations of this Tariff.

(B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or authorized user which has been

designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. Each joint user or authorized user shall be jointly and severally liable to the Company for all charges incurred in respect of the Company's Service. Each joint or authorized user must submit to the designated Customer and the Company an executed original letter signed by the joint user accepting primary liability for all charges billed by the Company to the designated Customer for Services furnished. This letter may also specify the Customer's and joint user's respective obligations of repayment and contribution to the other, and rights of subrogation. The Customer and joint user shall be responsible for allocating charges among themselves, irrespective of whether such arrangement is specified in the authorization letter to the Company.

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Company furnished Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customers of either the Company or the Customer. Notwithstanding any other provision to the contrary under this Tariff, no Customer shall have the right to share on a for profit basis, or resell any services of the Company, other than the Services as provided for in Section 2.4.2 and except as otherwise required by applicable law.

2.4.4 Any service furnished by the Company, whether or not in conjunction with the Services, shall not be used for any unlawful or fraudulent purposes, including, but not limited to:

(A) use of electronic devices, invalid numbers, and false credit devices to avoid payment for Services contained in this Tariff either in whole or in part; and

(B) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another;

(C) to engage in the transport, importation sale, possession or trafficking of any controlled substance or illicit goods,

nor shall any service, including Services, be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Company's Services. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement. Without limiting any other provision hereof, in no event shall any such resale or shared use of any service furnished to Customer create a

partnership or joint venture between Customer, or any other user of the Services, and the Company, or otherwise create an agency relationship.

2.4.5 A Customer of the Company's In-Bound Services ("800 services") shall provide not less than the (10) business days notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.4.6 If a Customer of the Company's 800 Services is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend 800 Service temporarily and/or deny requests for additional 800 Service.

The Company shall give the Customer 10 days written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.

2.4.7 A Customer requesting 800 Service shall supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast shall be submitted quarterly after Service is initiated.

2.4.8 To the extent that the Customer is not subscribing to a Dedicated Access Service furnished by the Company, the Customer will be billed directly by the LEC or DUC for the Dedicated Access arrangements selected by the Customer for the provisioning of Dedicated Services set forth herein. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company may include such LEC or DUC on the bill to the customer, and impose a ten percent (10%) administrative surcharge for such rebilling and processing. In the event of any such rebilling arrangement for LEC or DUC Dedicated Access facilities, the Customer shall be primarily liable for the satisfaction of all obligations and payment of all charges imposed by such LEC or DUC. All payments by a Customer shall be first applied towards the payment of all amounts due and owing to the Company, then, to the extent sufficient payment is made, the remaining portion of such payment shall be remitted to the LEC or DUC by the Company to pay direct access facilities charges, up to the amount due and owing such LEC or DUC. Nothing herein shall obligate the Company to advance any funds, make any deposits, or otherwise pay from its own funds any direct access facilities charges on behalf of the Customer.

2.5 Obligation of the Customer

2.5.1. The Company shall be indemnified and held harmless by the Customer against:

- Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company;
- Violation of any other literary, intellectual, artistic, dramatic, or musical right;

- Violations of the right to privacy;
- Claims of patent infringement arising from combining or connecting Company's facilities or the facilities of the Underlying Carrier with apparatus and systems of the Customer;
- All lost or stolen calling cards except as described in Section 2.6;
- Any other rights whatsoever relating to or arising from message content or the transmission thereof;
- All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company or any other provider;
- Any claims of any person or entity arising out of the use of any service as an instrumentality, in whole or in part, in the conduct or attempted conduct of any crime or unlawful act.

2.5.2 The Customer shall be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use or other taxes, surcharges, and/or fees that may be levied or imposed from time to time by any federal, state or local governmental authority and regulatory assessments charged by the Company in conjunction with the use or as a result of the Service furnished under this Tariff. The customer is primarily liable to the Company for all long distance calls originated using or at the Customer's telephone numbers, terminated on the Customer's 800 number, or incurred at the specific request of the Customer. The Customer is responsible for paying all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently, without the consent or approval of Customer or otherwise. Unless noted otherwise, all such taxes, surcharges, levies, assessments and/or fees are not included in quoted rates to Customers.

2.5.3. The Company shall not be liable by the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Florida Public Service Commission for review and disposition of the matter. The address is **2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0866**. The telephone number for the Commission is (850) 413-6770.

2.5.4. The Company's failure to provide or maintain Services under this Tariff shall be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.5 The Customer shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 and arising in connection with the provision of Service to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses (including reasonable attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

2.6 Lost Or Stolen Calling Cards Or Authorization Codes

The Customer is responsible for all charges including all calls placed by use of Customer's assigned authorization or calling card code(s). Upon knowledge of facts which would alert a reasonable person to the possibility that an unauthorized person is using Customer's authorization or calling card code, the Customer shall alert and give notice to the Company of such facts. The Customer shall be excused from liability only with respect to calls placed after receipt of such notice by the Company.

2.7 Obtaining Service

2.7.1 Application for Service

To obtain Service, the company requires that the Customer complete and sign a Service Agreement and/or Letter of Agency, and establish suitable credit. Either the Service Agreement or the LOA shall identify the Plan to which the Customer is subscribing and the applicable Service Rates under the Plan and provide, to the extent applicable, such other requirements, conditions, and limitations which may be imposed on a contract basis. The Company reserves the right to change its policies, practices, rates, charges and procedures from time to time in its sole and absolute discretion, subject to governmental approval, where applicable.

2.7.2 Establishment of Credit

The Company reserves the right to examine the credit record and financial condition of the Applicant/Customer in order to assess the Customer's credit worthiness. The Company may examine the credit profile/record of any applicant prior to accepting the service order or Customer's deposit. In order to make such a credit determination, the Company may require, as a condition to processing any Applicant's request to subscribe to the Services, that the Customer furnish to the Company all such information as it may require in order to assess the Customer's credit worthiness and identity, either internally and/or through the service of a third party credit reporting agency, including, but not limited to, the Customer's social security number, taxpayer identification number, driver's license or voter identification card, and the names of other third party credit references. The Company shall have the right to reject the subscription of any Applicant or Customer

who fails or refuses to furnish credit and financial information requested by the Company.

2.7.3 Customer Deposits

In order to protect the Company's interests, the Company may require as a condition to furnishing Service to a Customer that such Customer furnish a security deposit, which deposit shall be held by the Company in its general accounts and shall serve as security for the prompt payment and performance of the Customer's obligations. Such a deposit requirement may be imposed by the Company prior to the Company's accepting the Customer's subscription for Services in the event that the Company determines, in its sole and lawful judgment, that the Customer, based upon the Customer's past payment history, current debt service obligations and/or lack of an established credit history, poses a credit risk to the Company. In addition to the foregoing, the Company shall have the right to impose a security deposit requirement upon any existing

Customer as a condition to either continuing Services to a Customer who is or has been delinquent within the most recent 12 month period, or in connection with any Customer's request for additional Services based upon a determination of the Customer's then current credit profile.

The amount of the deposit which may be imposed by the Company in connection with the provision of the Services shall not exceed the estimated rates and charges to be incurred by Customer for such Services over a four (4) month period. To the extent that the Company furnishes other services to the Customer, the Company shall have the right to impose additional security deposit requirements in connection with such other services. Except for Customer deposits associated with the provision of Local Service, all deposits held by the Company on account of a Customer shall be held as general security for the payment and performance of any and all obligations of the Customer to the Company, and the Company shall have the right to set-off against such deposits and apply such amounts towards the satisfaction and payment of any amounts which are due and payable to the Company.

When a Customer terminates Services, the deposit held by the Company in connection with such Service shall be credited first to the Customer's Services account, then, to the extent any deposit funds remain, to any other account balances for other services furnished by the Company to the Customer, and, thereafter, if any deposit balance remains, the remaining balance will be refunded to the Customer.

A Customer's deposit in respect of Services shall be applied in the same manner as if the Customer terminated Services in the preceding paragraph at such time that the Customer has established a satisfactory payment history. A satisfactory payment history shall be deemed established by a Customer who has not defaulted in the payment of any amounts due and owing the Company for a period of six (6) consecutive full monthly billing periods from the initial date of the provision Services, or if an event of default in payment has occurred with respect to any

amount due and owing the Company within such initial six month period, for a period of twelve (12) consecutive billing months.

The Company shall pay interest on any Customer deposit at the minimum rate specified under, and otherwise comply with the requirements of, Connecticut General Statutes of §16-262j, and any applicable rules and regulations promulgated by the DPUC in connection therewith.

2.8 Rendering and Payment of Bills

2.8.1 General

The Customer is liable for the full and prompt payment of all charges for any and all services provided by the Company. The Company may, at the Applicant's or Customer's election, include charges and fees for other services subscribed to by the Customer and furnished by the Company. In such event, such additional services, and the applicable billing period, shall be identified within the bill; however the Company may provide consolidated service charges information and require payment of a total service rendered amount.

2.8.2 Billing Period

Billing shall occur on a monthly basis. However, billing months may contain more or less than thirty (30) days of charges for Services based upon the timing and billing cut-off dates of the Underlying Carrier's network usage tapes. Any bill may include additional usage charges for Services rendered with respect to a prior billing period, to the extent such charges were not previously billed. To the extent that other services are included on the bill, the billing periods for such services may vary from the commencement date and ending date for the monthly billing period for the Services.

2.8.3 Rendering Bills

Bills are sent to the billing address furnished by the Applicant no later than forty five (45) days following the close of billing. In the event the Customer changes its billing address, the Customer shall be responsible for notifying the Company in writing of such change in address, and until such notification is received, all bills sent to the prior address prior to and within thirty (30) days after such notification shall be deemed delivered to, and received by, the Customer. To the extent that a Customer subscribes to additional services of the Company, at the Customer's request, such other charges and service fees may be consolidated thereon.

2.8.4 Payment of Bills

Payments are due upon receipt of the bill, and shall be made by the Customer with immediately available, good funds. Checks are required to be made payable to the

order of the Company as named on the bill and are required to be sent to the address as listed on the bill. In the event Customer fails to pay for the Service, or any other service, when due, the Company may use an attorney to collect any outstanding amounts due and owing to the Company. Customer shall be responsible for all costs of collection including, but not limited to, court costs and reasonable attorneys' fees.

2.8.5 Late Charge

If a Customer's bill is not paid within thirty (30) days from the invoice date for the provision of Services, the Company may impose a late charge on the delinquent amount with respect to Services furnished at the lesser of: (i) an interest rate of .04931% per diem, calculated on the number of actual days elapsed from and including the date of delinquency through and to the date of payment, or (ii) such other required by law from time to time. An additional \$20.00 charge is payable by Customer in connection with any Customer check, draft or other instrument which is presented by the Company and dishonored or returned for lack of sufficient funds.

2.9 Customer Service

2.9.1 General

Customer Service may be contacted in writing at "**Choice Telco, 100 Wells Street, Hartford, Connecticut 06103, Attn: Customer Service Manager.**" Customers may also contact Customer Service via an (800) number. The 800 number is listed on the Customer's bill. Customer Service representatives are available 8:30 AM to 5:00 PM Monday through Friday, excluding holidays. After hours, calls go to an answering service. The Customer will be called back within the hour on service problems. For other inquiries, the Customer will be called back the next business day.

2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Section 2.9.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Florida Public Service Commission for review and disposition of the matter. The address is **2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0866**. The telephone number for the Commission is (850) 413-6770.

2.9.3 Service Difficulties

The Company maintains a unique 800 number for reporting and handling of service difficulties or emergency conditions. The 800 number is listed on the Customer's

bill. This number is answered twenty four hours per day, seven days per week, 365 days per year.

2.10 Cancellation By Customer

2.10.1 Customers With Switched Access

The Customer's Service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code or when the DUC cancels the service.

2.10.2 Customers With Dedicated Access

The Customer's service is canceled when the DUC cancels the service offered by the Company or when the Customer's Dedicated Access facilities are moved to another IXC.

2.11 Cancellation By Company

2.11.1 Call Blocking

Every effort will be made to provide a Customer a written notice of the Company's intent to enable Call Blocking with respect to Services. The written notice will be mailed to the Customer at least five (5) days prior to Call Blocking. However, in the event of emergency, apparent fraud, or threatened or actual disruption of service to other Customers, the Company may enable Call Blocking without notice.

Payment is due within thirty (30) days of the invoice statement date. If payment is not received within forty-five (45) days from the statement date, Call Blocking may be enabled at the Company's election.

2.11.2 Termination of Service

The Company may terminate Service for any of the reasons more particularly described in Section 2.3. In such a case, the Customer will receive a written notice prior to termination, indicating the services to be terminated. The written notice will be mailed to the Customer at least five (5) days prior to termination of service. In the case of nonpayment, the Company may, in its sole discretion, terminate any and all services rendered to the Company, including the Service. Service may be terminated if payment is not received within fifty-five (55) days of the invoice date. In the event that such termination procedures set forth herein conflict with any specific applicable laws, rules and regulations regarding termination of Customer's Service, the Company shall comply with all applicable laws, rules and regulations regarding termination of Customer's Service.

2.12 Installation and Connection Charges

The Company does not assess charges for installation and connection of intrastate long distance services, except for certain Service features as set forth in Section 5 for the Residential Services Offering and in Section 6 for the Business Services Offering.

2.13 Transfer or Assignment

The Company's Services may not be transferred or assigned to a new Customer unless the new Customer's credit is approved. In the event of the death of the Customer, such Customer's estate shall remain liable in full for all outstanding amounts, and for any additional charges incurred for use of the Services after the Customer's death from the Customer's station equipment.

2.14 Minimum Call Completion Rate

A Customer can expect a network call completion rate (number of calls completed/number of calls attempted) of not less than 95% during peak use periods.

2.15 Timing of Calls

Calls made using the Services are timed and measured by the DUC's switch. Usage begins when the called party picks up the receiver and the local telephone company sends a signal to the switch which utilizes hardware answer supervision or software tone detection. A call is terminated when the calling party hangs up. For purposes of billing, call duration is rounded to the next full billing increment when a call terminates at a time other than upon the conclusion of such billing time increment. Billing increments shall be measured in 6 second intervals.

2.16 Mileage Measurements

[For Future Use. No Available Plan Provides For Distance Sensitive Usage Rates.]

Depending on the Plan, intrastate call rates may be distance sensitive. In such case, the calculation of distance shall be in accordance with the V&H coordinate system. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal (V&H) 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 its NPA-NXX V & H Coordinates Tape and in the applicable NECA Tariffs.

FORMULA:

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

2.17 Rate Plans for Switched and Dedicated Services

2.17.1 Switched Services

Switched Service is available under both the Residential Service Offering described in Section 5 and the Business Service Offering described in Section 6. A Customer's Service Rate for Switched Service under any Plan available under a Service Offering must fall within the maximum and minimum usage sensitive rate band set forth in Section 4.1 hereof. The Switched Service rate which a Customer shall be charged (the "Service Rate") shall be a usage sensitive rate set forth within the applicable Plan to which the Customer subscribes in a Service Agreement.

In determining the Switched Service Rate or rates to be offered under any particular Plan, the Company may take into account such factors as, but not limited to, the prevailing rates and promotions offered by other competitive providers from time to time, calling and service usage patterns and characteristics, service usage volume for Services and other services and subscription to other services furnished by the Company, the duration of the service subscription period, any guaranteed usage requirements and all such other factors which are reasonable and appropriate. In making any case by case determination, the Company shall have the right to rely on the representations of the Customer without any independent verification by the Company.

2.17.2 Dedicated Services

Dedicated Service is available only under the Business Service Offering described in Section 6. A Customer's Service Rate for Dedicated Service under any Plan available under the Business Service Offering must fall within the maximum and minimum usage sensitive rate band set forth in Section 4.1.2 hereof. The Dedicated Service Rate which a Customer shall be charged (the "Service Rate") shall be a usage sensitive rate or rates applicable to the Plan to which the Customer subscribed in a Service Agreement.

In determining the Dedicated Service Rate or rates to be offered to a Customer, the Company may take into account such factors as, but not limited to, the prevailing rates and promotions offered by other competitive providers from time to time, calling and service usage patterns, service usage volume for Services and other services and subscription to other services furnished by the Company, the duration of the service subscription period, any guaranteed usage requirements and all such other factors which are reasonable and appropriate. In making any case by case determination, the Company shall have the right to rely on the representations of the Customer without any independent verification by the Company.

2.17.3 Calling Card

Calling Card Service is available under all of the various Plans under the Residential and Business Service Offerings, and the associated rates and charges for such service are set forth in Sections 5.1.6 and 6.1.6 respectively.

2.18 Application of Charges

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent greater than \$.005, the fraction is rounded up to the next whole cent. If the charge includes a fraction of a cent less than \$.005, the fraction is rounded down to the next whole cent.

2.19 Interruption of Service

2.19.1 General

It shall be the obligation of the Customer to notify the Company of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.19.2 Usage Sensitive Services

Credit allowances for the interruption of service are subject to the general liability provisions set forth in Section 2.3 hereof. In the event that the Customer

is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Florida Public Service Commission for review and disposition of the matter. The address is 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0866. The telephone number for the Commission is (850) 413-6770.

2.20 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

SECTION 3 - DESCRIPTION OF SERVICES**3.1 Outbound Services****3.1.1 General**

Intrastate Outbound Services permit calls to be originated from a Customer's station and carried to another party's station located in another exchange within the State. The selection of Outbound Services shall be made by the Customer or Applicant in consultation with the Company.

3.1.2 Switched Access Services

Switched Access Services are available to Customers that utilize Switched Access to reach the long distance network of the Underlying Carrier. Switched Access Services are available under both the Residential Services Plan and Business Services Plan by means of equal access within the State.

3.1.3 Dedicated Services

Dedicated Services are available to Customers utilizing Dedicated Access to reach the POP of the Underlying Carrier. Dedicated Services are only available under the Business Services Plan and to those Customers that have Dedicated Access facilities

3.2 Inbound Service**3.2.1 General**

Inbound Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number (800) NXX-XXXX or (888) NXX-XXXX which terminates at the Customer's station. Calls are originated from any point in the State on any type of access.

3.2.2 Switched Access Services

Switched Access Services are available to Customers that utilize Switched Access to reach the long distance network of the Underlying Carrier. Switched Access services are available only in equal access areas. Rates are usage sensitive. Usage charges apply to all completed calls.

3.2.3 Dedicated Services

Dedicated Services are available to Customers utilizing Dedicated Access lines to the Underlying Carrier's point of presence. Rates are usage sensitive. Usage charges apply to all completed calls.

3.3 Calling Card

The Calling Card allows the Customer or end user to bill a call to their station line and telephone number when the caller is away from such station. Customers access to the Calling Card Service shall be based upon such procedures as the Company shall instruct or institute from time to time.

SECTION 4 - USAGE SENSITIVE RATE BANDS

4.1 Outbound Services/In-Bound

4.1.1 Switched Access Services

(A) The minimum rates are as follows:

Residential Services: Each 6 Seconds or Fraction Thereof

\$.006

Business Services: Each 6 Seconds or Fraction Thereof

\$.006

(B) The maximum rates are as follows:

Residential Services: Each 6 Seconds or Fraction Thereof

\$.025

Business Services: Each 6 Seconds or Fraction Thereof

\$.020

4.1.2 Dedicated Access

(A) The minimum rates are as follows:

Business Services: Each 6 Seconds or Fraction Thereof

\$.003

(B) The maximum rates are as follows:

Business Services: Each 6 Seconds or Fraction Thereof

\$.015

SECTION 5 - RESIDENTIAL SERVICE OFFERING AND ASSOCIATED PLANS AND THEIR EFFECTIVE RATES**5.1 Residential Service Offering - General Description For All Plans****5.1.1 Types of Service Offered**

For the Residential Service Offering, only Plans with Switched Access Service are available for subscription by a Customer. Dedicated Access Service is not available.

5.1.2 Available Plans and Effective Rates.

The Plans which are available under the Residential Services Offering and subscription qualifications are set forth in Section 5.2 hereof. All effective usage sensitive rates shall fall within the band of permissible rates for Switched Services under Section 4.1 of this Tariff.

5.1.3 Service Termination/No Required Contract Period.

Under all Plans available under the Residential Service Offering, a Customer shall not be obligated to maintain or use the Service for any minimum period or length of time. A Customer may cancel Service at anytime without penalty.

5.1.4 No Minimum Usage Payment Requirement.

Except as otherwise provided herein, under all Plans available under the Residential Service Offering, a Customer shall have a minimum Service use obligation or obligation to pay a minimum service fee irrespective of actual usage, except for 800/888 In-bound Services features as set forth in Section 5.1.6.

5.1.5 No Installation or Recurrent Monthly Service Fee.

Under all Plans available under the Residential Service Offering, there is no charge or fee for initiating Services with the Company, and no service fee is imposed on a monthly basis for maintaining Service with the Company, except for 800/888 In-bound Services and other features used by the Customer as set forth in Section 5.1.6.

5.1.6 Schedule of Charges and Rates for Service Features.

In addition to effective usage sensitive rates for Services, all Plans under the Residential Services Plan shall be subject to, and each Customer subscribing to a Plan shall be liable for, the following additional features and services, to the extent used:

<u>Feature/Service</u>	<u>Charges</u>
Calling Card	\$.25 per minute usage charge for all Rate Periods. Discounts do not apply. Call duration is rounded up to next full minute.
Basic 800 (888) In-Bound Service	\$10.00 per number per month minimum charge but only to the extent actual usage charges fail to exceed \$10.00 for such month.
800 (888) Follow-Me Service Feature*	\$5.00 per number per month in addition to Basic 800 charge
Special Billing & Accounting Features	
Custom Features**	To be Quoted per Request-Service Charges Determined on Contract basis

* 800 Follow-Me Service is an additional service feature that is available in conjunction with 800 In-bound service. This feature enables a Customer to route in-bound 800 calls to another line or number of the Customer's from time to time at the Customer's election.

** Custom features are any billing and accounting features which are not available from time to time by the Company as part of its standard billing format and report summary functions.

5.2 Listing of Available Residential Plans and Effective Service Rates

Plan No.	Service Type	Rate Per Minute	Qualifying* Minimum
FL6	S	\$0.080	\$75.00
FL7	S	\$0.090	\$70.00
FL8	S	\$0.100	\$65.00
FL9	S	\$0.120	\$60.00
FL10	S	\$0.140	\$55.00
FL12	S	\$0.160	\$50.00

Key to Service Types: S= Switched Access Service; D= Dedicated Access Service

Footnotes:

* To qualify for subscription under a particular Plan, a Customer must demonstrate to the Company's satisfaction that such Customer's prior, or future, average total intrastate long distance monthly bills for the applicable line(s) are equal to or in excess of the Qualifying Minimum Long Distance amounts established for the Plan. The qualification amounts are not intended to, nor do they, create any minimum usage or payment obligation on the part of the Customer. If, during the subscription period, a Customer's actual average monthly long distance bill fails to meet the minimum qualification amounts for the Plan to which the Customer subscribed, the Company reserves the right to terminate, and may elect to terminate, the Customer's service upon 30 days written notice, without any liability whatsoever.

5.3 Promotions

The Company, from time to time, may, upon three (3) days written notice to the FPSC, make promotional offerings of its Service which may provide for certain reductions or waivers in non-recurrent charges or reductions or waivers of recurrent charges for a specified period of time ("Promotions"). Promotions shall only be available to new subscriptions of Service being offered under Promotion. The duration of any Promotional offering shall not be less than two (2) days nor greater than one hundred and twenty (120) days, except as provided below. At any time the Company may terminate or extend a Promotional offering period upon providing the FPSC with written notice of its action.

SECTION 6 - BUSINESS SERVICE OFFERING AND ASSOCIATED PLANS AND THEIR EFFECTIVE RATES**6.1 Business Services Plan - General Description For All Plans****6.1.1 Types of Service Offered**

Under the Business Services Offering both Switched Service and Dedicated Service are available for subscription by a Customer. Any Business is eligible to subscribe to a Business Services Offering, provided such Business Customer otherwise satisfied the applicable subscription requirements.

6.1.2 Available Plans and Effective Rates.

The Plans which are available under the Business Services Offering and the subscription qualifications are set forth in Section 6.2 hereof. All effective usage sensitive rates shall fall within the band of permissible rates for Switched Services or Dedicated Services, depending on the available Plan, under Section 4.1 and 4.2 of this Tariff, respectively.

6.1.3 Service Termination/Contract Period.

Under the Business Services Offering there are certain Plans which either allow for or require contract based subscription terms in consideration for associated Service Rate discounts or as a condition to subscription under the Service Plan, as applicable. The length of the subscription term shall be set forth in a Service Agreement. In the absence of any specified term in a Service Agreement, there shall be no term obligation, and the Customer may terminate service without penalty at any time. If a term obligation is provided for within the Service Agreement, the Customer shall be liable for early termination charges in the event the Service is terminated, without cause, prior to the conclusion of the specified term together with any and all costs associated with the termination of the underlying facilities in the case of dedicated service. Customer shall notify the Company by written notice not less than thirty (30) days prior to the end of the specified term if Customer desires to terminate its Service Agreement upon conclusion of the specified term. Otherwise, the Service Agreement shall be automatically renewed for successive additional terms of the same term as specified in the Service Agreement and upon the same terms and conditions as originally agreed to by Customer. The early termination charges discussed above shall be as follows:

1 Year Term: The greater of: (A) \$500 or (B) the average monthly total long distance billings from the Service Agreement commencement date to date of termination multiplied by the number of months remaining in the term.

2 Year Term: The greater of (A) \$1,000 or (B) the average monthly total long distance billings from the Service Agreement commencement date to date of termination multiplied by the number of months remaining in the term.

For purposes of the foregoing, a Customer may be deemed to have terminated Service prior to the specified Term, in the event Customer terminates more than 10% of the subscribed telephone lines of the Service or terminates the Service Agreement prior to the end of the Term.

For purposes of the foregoing, in the event the Company changes the Tariff, subject to FPSC approval, and such change materially and adversely affects Customer's rate for such Service under such Service Agreement, Customer's sole remedy is to terminate the Service Agreement without paying the requisite termination charges.

6.1.4 No Minimum Usage or Payment Requirement.

Except as otherwise provided herein, under all Plans available under the Business Service Offering, a Customer shall have a minimum Service use obligation or obligation to pay a minimum service fee irrespective of actual usage, except for 800/888 In-bound Services features as set forth in Section 6.1.6 and for Service subscriptions which are subject to specified term obligations as contemplated under Section 6.1.3.

6.1.5 No Installation or Recurrent Monthly Service Fee.

Under all Plans available under the Business Service Offering, there is no charge or fee for initiating Services with the Company, and no service fee is imposed on a monthly basis for maintaining Service with the Company, except for certain features used by the Customer as described in Section 6.1.6 hereof and special dedicated access facilities charges as provided below. A Customer utilizing Dedicated Services under any Plan providing for such type of Service shall be responsible for procuring the necessary equipment and dedicated circuits, and paying all equipment, installation and recurrent dedicated facilities charges to the LEC or DUC providing such facilities as provided in Section 2.4.8 of the Tariff for the term of such facility.

6.1.6 Schedule of Charges and Rates for Service Features.

In addition to usage sensitive rates for Services, a Customer subscribing to the Business Services Plan shall be liable for the following additional features and services, to the extent used:

<u>Feature/Service</u>	<u>Charges & Fees</u>
Calling Card	\$.25 per minute usage charge for all Rate Periods. Discounts do not apply. Call duration is rounded up to next full minute. Usage in excess of \$100.00 per month shall be \$.225 per minute up to \$200, and usage in excess of \$200 shall be \$.20 per minute.
Basic 800 (888) In-Bound Service	\$10.00 per number per month minimum charge but only to the extent actual usage charges fail to exceed \$10.00 for such month.
800 (888) Follow-Me Service Feature*	\$5.00 per number per month in addition to Basic 800 charge
800 Directory Assistance Listing	\$15.00 per number per month
Selected 800 Coverage & Blocking	\$50.00 set up charge per feature plus \$50.00 per month per feature (per 800 number). A \$50.00 feature change (excluding termination)
Coverage & Blocking Features:	
Area Code Specific (up to 50)	
Area Code & Exchange Specific (up to 50)	
Special Billing & Accounting Features	
Security Codes	\$2.75 per ANI per month
Alpha Account Codes	\$2.75 per ANI per month
Other Customer Features**	To be Quoted per Customer Request

* 800 Follow-Me Service is an additional service feature that is available in conjunction with 800 In-bound service. This feature enables a Customer to route in-bound 800 calls to another line or number of the Customer's from time to time at the Customer's election.

** Custom features are any billing and accounting features which are not available from time to time by the Company as part of its standard billing format and report summary functions.

6.2 Listing of Available Business Plans and Effective Service Rates

Plan No.	Service Type	Rate Per Minute	Qualifying* Minimum
FL6	S	\$0.080	\$75.00
FL7	S	\$0.090	\$70.00
FL8	S	\$0.100	\$65.00
FL9	S	\$0.120	\$60.00
FL10	S	\$0.140	\$55.00
FL12	S	\$0.160	\$50.00

Key to Service Types: S= Switched Access Service; D= Dedicated Access Service

Footnotes:

* To qualify for subscription under a particular Plan, a Customer must demonstrate to the Company's satisfaction that such Customer's prior, or future, average total intrastate long distance monthly bills for the applicable line(s) are equal to or in excess of the Qualifying Minimum Long Distance amounts established for the Plan. The qualification amounts are not intended to, nor do they, create any minimum usage or payment obligation on the part of the Customer. If, during the subscription period, a Customer's actual average monthly long distance bill fails to meet the minimum qualification amounts for the Plan to which the Customer subscribed, the Company reserves the right to terminate, and may elect to terminate, the Customer's service upon 30 days written notice, without any liability whatsoever.

6.3 Promotions.

The Company, from time to time, may, upon three (3) days written notice to the FPSC, make promotional offerings of its Service which may provide for certain reductions or waivers in non-recurrent charges or reductions or waivers of recurrent charges for a specified period of time ("Promotions"). Promotions shall only be available to new subscriptions of Service being offered under Promotion. The duration of any Promotional offering shall not be less than two (2) days nor greater than one hundred and twenty (120) days, except as provided below. At any time the Company may terminate or extend a Promotional offering period upon providing the FPSC with written notice of its action.

6.4 Individual Case Basis Contracts.

From time to time, the Company may enter into individual written contracts with its Customers for specialized rates based upon the special circumstances of the Customer ("Individualized Contract"). In any case where the Company enters into an Individualized Contract, the Company shall file such Individualized Contract with the FPSC (subject to FPSC approval) and maintain a copy of such Individualized Contract on file at the Company's principal office for inspection by interested parties upon their request therefor. The Company shall make the same terms and conditions contained in an Individualized Contract available to any other eligible subscriber that is similarly situated, for so long as such Individualized Contract remains in full force and effect.