

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Donald Chapman)
Against Florida Digital Network Regard-)
ing Interruption of Service and Request)
for Compensation)
_____)

Docket No. 021122-TX

DEFENDANT, FLORIDA DIGITAL NETWORK, INC.'S
MOTION TO DISMISS, ANSWER AND AFFIRMATIVE DEFENSES

Pursuant to Rule 28-106.204, Florida Administrative Code, and, to the extent applicable, Rule 1.140(b) of the Florida Rules of Civil Procedure, Defendant, FLORIDA DIGITAL NETWORK, INC., (“FDN”) by and through its undersigned counsel, hereby files this Motion to Dismiss the Complaint¹ of the Plaintiff, Mr. Donald Chapman (as owner/agent for Masters Dri Mist Jet Extraction). FDN also provides herein, a preliminary answer in accordance with Rule 28—106.203, Florida Administrative Code.²

Case Background

1. By letter dated November 8, 2002, the Commission’s Bureau of Records and Hearing Services mailed to FDN by certified mail documents with a cover sheet entitled “Notice of Complaint to Florida Digital Network.” (For ease in reference, these documents will be referred to hereafter as the “Complaint.”) A copy of the Complaint is included in the docket file, and, accordingly, is not attached hereto. Since the Complaint was served on FDN by mail (not

¹ As discussed below, FDN does not concede that the documents served on it may be considered a formal “complaint” under the applicable rules of the Florida Administrative Code, but FDN refers to the documents served on it as a “complaint” for ease in reference.

² FDN reserves the right to file an amended answer and provide the Commission with additional information and affirmative defenses in support of its position when and if the Commission determines that the complaint will be accepted and that a formal case involving FDN will go forward.

DOCUMENT NUMBER-DATE
13175 DEC-30
PSC-COMMISSION CLERK

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received until November 12, 2002), FDN's Motion to Dismiss is timely filed in accordance with Rules 28-106.204 and 20-106.103, Florida Administrative Code.

2. The Complaint documentation provided to FDN consists of correspondence from the Customer, FDN and Sprint-Florida, Inc. ("Sprint") and a Commission customer complaint form containing alleged statements of the Customer, FDN and Sprint.

3. From the PSC customer complaint form included in the Complaint documents (Request No. 448701T), the crux of the customer's dispute appears to be: (a) that the customer's phone service was impaired/interrupted after April 4, 2002, until April 10, 2002, coincident with the customer's attempt to change carriers for a telephone number from FDN to Sprint; (b) the customer believes FDN is at fault for the incident based on Sprint allegations; and (c) the customer demands economic losses as damages for the incident.

MOTION TO DISMISS

4. As discussed below, the Commission must dismiss the Plaintiff's Complaint for the following basic reasons: (1) the Complaint does not comport with Rule 28-106.201, Florida Administrative Code, (2) the Complaint fails to state a cause of action against FDN over which this Commission has jurisdiction, and (3) the Complaint fails to join an indispensable party. In support hereof, FDN states as follows.

Failure to Comply with Rule 28-106.201

5. The Complaint does not qualify as a formal petition under Rule 28-106.201, Florida Administrative Code, or under any rules of the Commission, and therefore should be dismissed as such.

6. Rule 28-106.201, Florida Administrative Code, contains specific requirements for formal pleadings filed with the Commission. Among the requirements in this rule, a party's

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pleading must include: (1) a statement of all disputed issues of material fact, (2) a concise statement of the ultimate facts alleged, (3) a statement of the specific rules or statutes implicated, and (4) a statement of the relief sought. The Complaint served in this case does not spell-out this required information, but is instead, a hodge-podge of statements made by various persons (not all of which are attributable to the customer let alone an identified person), which FDN is apparently expected to sift through and surmise what the customer actually alleges against FDN and/or demands.

7. The purpose of Rule 28-106.201, Florida Administrative Code, is to insure that all parties to a proceeding have a fair understanding of what the issues in a case will be from the pleading initiating that proceeding. In this case, not only does the Complaint not comply with the technical requirements of the rule, but the purpose of the rule is defeated because FDN is left to guess at what specific conduct it stands accused of, what rule or statute it has allegedly violated, and why it should be liable for damages. Indeed, no rule or statute is even alleged to have been violated.

8. The Commission's Division of Consumer Affairs initially processed the customer's dispute and gathered information from FDN, Sprint, and the customer over the period of several weeks. However, for reasons not entirely clear from the Complaint, the customer's dispute was not heard in an informal conference pursuant to Rule 25-22.032, Florida Administrative Code. Given the Complaint's failure to comport with the Commission's pleading requirements, the disadvantageous situation FDN is put in as a result of that failure, the nature of and relief requested by the Complaint, and the need to utilize the Commission's limited time and resources efficiently, FDN would support the Commission's referring the Complaint to the Division of

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Consumer Affairs for an informal conference in accordance with Rule 25-22.032 rather than having this dispute heard as a formal docketed matter.

Failure to State a Cause of Action Against FDN for Damages/Lack of Jurisdiction

9. The Complaint fails to state a cause of action because it fails to comply with the Commission's rules of pleadings, as argued above. Indeed, the Complaint does not even appear to allege that FDN violated any particular rule or order of the Commission. Therefore, the Complaint should be dismissed.

10. Further, the Complaint fails to state a cause of action upon which the Commission can grant relief because the customer seeks damages. It is axiomatic that the Commission does not have the authority under Chapter 364, Florida Statutes, to award contract, tort or any other type of damages. See, e.g., Southern Bell Tel. & Tel. Co. v. Mobile Am. Corp., 291 So. 2d 199, 202 (Fla. 1974). In the first page of the Complaint documents, the customer states he "request[s] compensation for loss of business that resulted from the service outage." Since the Commission has no authority to grant the customer the damages the customer seeks, the Complaint fails to state a cause of action upon which the Commission may grant relief even if FDN is to blame for the customer's service outage.

11. Even were FDN to blame for the customer's service outage – and FDN maintains that it is not to blame, as explained below and in its Answer -- FDN's liability for service outages is limited as set forth in its tariffs on file with the Commission. The Commission may have authority to require compliance with the tariffs, but the Commission has no authority to award damages, as the customer requests. Therefore, the Complaint fails to state a cause of action on which the Commission may act.

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12. Rule 2.1.4 of the Defendant's Local Exchange Telecommunications Services Price List ("Local Exchange Tariff") on file with the Commission, for example, provides:

(A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, **shall be limited** to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.

(B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company **shall not be liable** to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

(Emphasis supplied.) (A copy of the Rules and Regulations sections of FDN's Local Exchange Tariff is attached hereto and marked "Exhibit A.") Since FDN's local exchange services are offered and were accepted by the Customer subject to FDN's Local Exchange Tariff, FDN is not liable under for the very types of damages the Plaintiff alleges.³ Further, FDN's liability is, by the tariff, limited. Section 2.7.4 of FDN's Local Exchange Tariff provides that "Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period."⁴ Similar liability limitation provisions are found in the Rules and Regulations of Defendant's Intrastate Services Price List ("Intrastate Tariff"), also on file with the Commission (attached hereto as Exhibit B).⁵

Accordingly, the Complaint must be dismissed for failure to state a cause of action this

³ A validly approved tariff is said to have the force and effect of law. E.g., Landrum v. Florida Power & Light Company, 505 So.2d 552, (Fla. 3d DCA 1987).

⁴ Pursuant to Section 2.7, customer credits for service problems must meet all of the conditions listed therein, including that no third party is at fault for the service problem.

⁵ FDN has attached hereto relevant and material excerpts of the documents identified as Exhibits A and B. The Tariffs in their entirety are generally available from the FPSC or from FDN.

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Commission has authority to address. The Commission cannot grant the damages the customer requests even if FDN were liable, which it is not.

Failure to State a Cause of Action Against FDN/Failure to Join an Indispensable Party

13. The Complaint should be dismissed because the Complaint fails to state a cause of action against FDN and because the Complaint fails to join an indispensable party, namely, Sprint. Again, there is no allegation that FDN even violated any particular statute, rule or order of the Commission. Moreover, Sprint is the only party to blame for the customer's service outage; FDN is not to blame, as explained further below.

14. The Complaint documents refer to Sprint's involvement in the matter, since the outage occurred coincident with the customer's attempt to change from FDN to Sprint service. The Complaint documentation contains numerous unsupported statements made by Sprint, rather than the customer. Because the Complaint does not comport with the Commission's pleading rules, it is difficult to discern what specific factual allegations the customer makes against FDN, other than the statement, "[I]t was determined that the six day outage of my business telephone service was caused by the actions of Florida Digital Network." The only person making the customer's referenced "determination" appears to have been Sprint, and this cannot be read to support a cause of action against FDN.

15. FDN began providing service to the customer over the line which FDN believes to be at issue in this case in January of 1998. (Hereinafter, that number will be referred to as the "BTN.") In March 2001, the customer added additional lines to his FDN account that were later disconnected in October – November 2001 when the customer moved to a location FDN could not serve. The BTN was, at the customer's request in November 2001, changed to a virtual line,

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i.e. the customer would receive inbound calls that were remote call forwarded to the BTN, but the customer would not have dial tone over the BTN for making outbound calls,

16. Attached hereto as Exhibit C is view subscription information for the customer's BTN printed out from Number Portability Administration Center ("NPAC") database administered by NeuStar. Exhibit C shows that on April 3, 2002, at 14:20:55, Sprint created a subscription for the BTN to be ported to Sprint. The Exhibit also shows that Sprint set or programmed the number port for activation in NPAC on April 5, 2002, at 8:50:50 (a Friday).

17. From the Complaint, it appears Sprint promised the customer a due date for Sprint service of April 4, 2002; yet, Sprint admits it first had the customer sign a letter of agency ("LOA") on April 4, 2002, and then alleges it turned around and faxed FDN a local service request ("LSR") for the BTN that very same day. Sprint entered the NPAC subscription change (on April 3) before it had obtained the customer's LOA (on April 4), let alone before allegedly faxing FDN an LSR.

18. Significantly, there is no proof included with the Complaint documentation to support Sprint's allegation that it faxed an LSR to FDN on April 4, 2002. This notwithstanding, standard industry practice is for a carrier not to port a customer's number until the old carrier concurs in the port with a firm order confirmation ("FOC"). Through this concurrence process, most customer service problems associated with a change in carriers are eliminated. Sprint, however, breached industry practice because Sprint set the number port in NPAC to take place before 9:00 a.m. on April 5, 2002 (as shown in Exhibit C) before Sprint had obtained or could

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obtain FDN's concurrence/FOC in porting the BTN.⁶ When the NPAC number port activation Sprint put in place kicked in just before 9:00 a.m. on April 5, 2002, the switching facilities used to route inbound calls to the customer's BTN no longer worked properly and the customer lost the ability to receive incoming calls over the BTN. Sprint caused the customer's outage because Sprint programmed the number port in NPAC to occur before Sprint obtained or could obtain FDN's concurrence/FOC in porting the BTN.

19. The customer's ability to receive calls over the BTN was eventually restored on April 10, 2002, when Sprint apparently addressed its internal ordering issues, faxed the correct LSR to FDN, and escalated to obtain FDN's FOC. Any Sprint attempt to change local number portability (LNP) status in the NPAC database after April 3 (such as Sprint appears to have attempted on April 9) are irrelevant because Sprint had already activated the NPAC number port as of 8:50 a.m. on April 5.

20. FDN denies any of Sprint's allegations attempting to lay blame with FDN. The fact of the matter is that Sprint erred by setting BTN to port in NPAC before Sprint obtained or could have obtained FDN's FOC. The NPAC subscription was activated on April 5, triggering the customer's problem receiving calls over the BTN. The BTN was a virtual line over which incoming calls were remote call forwarded. FDN did not fail to serve the customer up until the

⁶ Indeed, it is unlikely Sprint could have even obtained FDN's concurrence/FOC prior to the 8:50 a.m. April 5 NPAC activation Sprint set even if Sprint could prove it sent FDN an LSR on April 4. Standard industry practice is for the new carrier to provide the old carrier at least 24 hours (generally 24 – 48 hours) to provide a firm order confirmation ("FOC") to a new carrier's LSR. If the old carrier does not respond after a time or in emergency circumstances, standard industry practice is for the new carrier to contact the old carrier (or escalate the matter), to insure receipt of the LSR and to obtain an FOC. So, not only is there no proof up to this point that Sprint faxed an LSR to FDN on April 4, but even if Sprint did do so, Sprint would have had to somehow obtain emergency and instantaneous concurrence from FDN prior to the 8:50 a.m., April 5, NPAC number port in order to prevent the problem the customer experienced as of that hour. Sprint did not attempt anything like this, nor does it claim to have done so.

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time of the port; rather, Sprint's prevented FDN from doing so because Sprint activated the NPAC number port such that no carrier could provide calls over the BTN.

FDN'S ANSWER AND AFFIRMATIVE DEFENSES⁷

Answer

21. FDN denies any and all of allegations the Complaint is deemed to contain which tend to suggest any liability on the part of FDN regarding this matter.

Affirmative Defenses

22. FDN incorporates herein all of the factual allegations and defenses it plead in the paragraphs above as its affirmative defenses.

WHEREFORE, for the reasons set forth hereinabove, FDN hereby moves the Commission to dismiss the Plaintiff's Complaint and find FDN not liable.

Respectfully submitted,



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⁷ As stated above, FDN reserves the right to amend its answer when and if the Commission determines that the Complaint is accepted and a case against FDN will go forward.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was sent by U.S. mail on this 7 day of December, 2002, to the following:

Mr. Donald Chapman
440 Oakhurst Street
Altamonte Springs, FL 32701

Mr. F. B. (Ben) Poag
Director – Regulatory Affairs
(MC FLTLHO 0107)
P.O. Box 2214
Tallahassee, FL 32316-2214



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RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

Florida Digital Network, Inc.

WITHIN THE STATE OF FLORIDA

Issue Date: April 26, 1999

Effective Date: April 27, 1999

Issued by: Matt Blocha - Vice President Marketing
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

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FL19901

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original	26	Original	51	Original
2	Original	27	Original	52	Original
3	2 nd Rev. *	28	Original	53	Original
4	1 st Rev. *	29	Original	54	Original
5	Original	30	Original	55	Original
6	Original	31	Original	56	Original
7	Original	32	Original	57	Original
8	Original	33	Original	58	Original
9	Original	34	Original	59	Original
10	Original	35	Original	60	Original
11	Original	36	1 st Rev. *	61	Original
12	Original	37	Original	62	Original
13	Original	38	Original	63	Original
14	Original	39	Original	64	Original
15	Original	40	Original	65	Original
16	Original	41	Original	66	Original
17	Original	42	Original	67	Original
18	Original	43	Original	68	Original
19	Original	44	Original	69	Original
20	Original	45	Original	70	Original
21	Original	46	Original	71	Original
22	Original	47	Original	72	Original
23	Original	48	Original	73	Original
24	Original	49	Original	74	Original
25	Original	50	Original	75	Original

* - indicates those pages included with this filing

Issue Date: March 23, 2001

Effective Date: March 24, 2001

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CHECK SHEET, (CONT'D.)

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
76	Original	101	1 st Rev.	* 126	1 st Rev.
77	Original	102	1 st Rev.	* 127	1 st Rev.
78	Original	103	1 st Rev.	128	1 st Rev.
79	Original	104	1 st Rev.	129	1 st Rev.
80	Original	105	1 st Rev.	130	1 st Rev.
81	Original	106	1 st Rev.	131	Original
82	Original	107	1 st Rev.	132	1 st Rev.
83	Original	108	1 st Rev.	133	1 st Rev.
84	Original	109	1 st Rev.	134	1 st Rev.
85	Original	110	1 st Rev.	135	1 st Rev.
86	Original	111	1 st Rev.	136	1 st Rev.
87	Original	112	1 st Rev. *	137	1 st Rev.
88	Original	113	1 st Rev. *	138	1 st Rev.
89	Original	114	1 st Rev.	139	1 st Rev.
90	Original	115	1 st Rev.	140	1 st Rev.
91	Original	116	1 st Rev.	141	1 st Rev.
92	Original	117	1 st Rev.	142	Original
93	Original	118	1 st Rev. *	143	1 st Rev.
94	Original	119	1 st Rev.	* 144	1 st Rev.
95	Original	120	1 st Rev.	* 145	1 st Rev.
96	Original	121	1 st Rev.	* 146	1 st Rev.
97	Original	122	1 st Rev.	* 147	1 st Rev.
98	Original	123	1 st Rev.	* 148	1 st Rev.
99	1st Rev.	124	1 st Rev.	* 149	1 st Rev.
100	1st Rev.	125	1 st Rev.	* 150	1 st Rev.
				151	1 st Rev.
				152	1 st Rev.

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EXPLANATION OF SYMBOLS

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

- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a change in text but no change in rate or regulation.

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APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the state of Florida.

PRICE LIST FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the 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 pages in effect. Consult the check sheet for 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.
- 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1.0 - DEFINITIONS

For the purpose of this price list, the following definitions will apply:

Access Services: The Company's intrastate telephone services offered pursuant to this price list.

Access Service Request (AASR@): The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

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

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

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

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

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

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (APOP@). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

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

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

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

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

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

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (ALERG@), issued by BellCore.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

FDN: Florida Digital Network, Inc., the issuer of this price list.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

IXC or Interexchange Carrier: A long distance telecommunications services provider.

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

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 Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence (AMPOP@): The main telephone closet in the Customer=s building.

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

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

Non-Recurring Charge (ANRC@): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

NPA: Numbering plan area or area code.

Off-Net: A means for carrying and switching traffic to or from the Customer=s premises, where the Company leases Other Telephone Company=s facilities to deliver traffic to a Customer location. With Off-Net service, the Customer=s premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying and switching local traffic to or from the Customer=s premises, where the Company connects to the MPOP in a Customer building or on a Customer=s premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer=s premises is connected through such facilities directly to switching equipment owned by the Company.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence (APOP@): Point of Presence

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

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

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

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC=s network. Calls to stations within the Customer=s LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

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

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

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

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission originating from points within the State of Florida, and terminating within a local calling area as defined herein.

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.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the price list, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this price list; or
 - (2) the Customer is using the service in violation of the law.
- (E) This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

(D) (continued)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this price list does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-Routine Installation**

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

2.1.8 Special Construction

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

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.9 Ownership of Facilities**

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

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this price list;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.1 General (cont'd.)**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- (A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month=s charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission Rules. A deposit may be required if the Customer=s financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits, (cont'd.)

- (C) Deposits will accrue interest annually at the rate of 7% per annum in accordance with Florida Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

2.6.1 Payment for Service

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Florida gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.2 Billing and Collection of Charges**

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

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

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Orlando, Florida 32801

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.2 Billing and Collection of Charges, (cont'd.)**

- (E) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Florida Public Service Commission
Gerald L. Gunter Building, Room 270
2540 Shumard Oaks Boulevard
Tallahassee, Florida 32399-0850
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 3.5.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.
- (I) The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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Orlando, Florida 32801

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements (Cont'd.)****2.6.6 Changes in Service Requested**

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

2.6.7 Bad Check Charge

A service charge equal to the greater of \$25.00 will be assessed in accordance with Florida law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. (I)

2.7 Allowances for Interruptions in Service**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.1 General (cont'd.)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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

2.7.2 Limitations of Allowances

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

- (A) Due to the negligence of or noncompliance with the provisions of this price list by any person or entity other than the Company, including but not limited to the Customer;

- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

- (C) Due to circumstances or causes beyond the reasonable control of the Company;

- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service (cont'd.)

(D) Interruptions of 24 Hours or Less

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

(E) Interruptions Over 24 Hours and Less Than 72 Hours

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

(F) Interruptions Over 72 Hours

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruption in Service, (Cont'd.)****2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this price list by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this price list.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this price list, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.10 Use of Customer's Service by Others****2.10.1 Resale and Sharing**

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this price list. Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

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

2.11 Transfers and Assignments

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.12 Notices and Communications

2.12.2 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.12.3 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.12.4 Except as otherwise stated in this price list, all notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.12.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.16 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 quoted rates.

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TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
FLORIDA DIGITAL NETWORK, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Florida Digital Network, Inc. ("Florida Digital") with principal offices located at 390 North Orange Avenue, 20th Floor, Orlando, Florida 32801. This tariff applies to services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED BY:

Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

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CHECK SHEET

This tariff contains Sheets, as listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

Page	Revision		Page	Revision	Page	Revision
1	Original		20.1	Original		
2	2 nd Rev.	*	21	Original		
3	Original		22	Original		
4	Original		23	Original		
5	Original		24	Original		
6	Original		25	1 st Rev.		
7	Original		25.1	Original		
8	Original		26	Original		
9	Original		27	Original		
10	Original					
11	Original					
12	Original	*				
12.1	Original	*				
13	Original					
14	Original					
15	Original					
16	Original					
17	Original					
18	Original					
19	Original					
20	Original					

* - indicates those pages includes with this filing

ISSUED: December 17, 2001

EFFECTIVE: December 18, 2001

ISSUED BY:

Matt Blocha, Vice President
 390 North Orange Avenue, 20th Floor
 Orlando, Florida 32801

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ISSUED BY:

Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

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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.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the 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 pages in effect. Consult the check sheet for 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801EXHIBIT B
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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission

1.2 Definitions

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code, also known as the Personal Identification Number (PIN).

Carrier or Company - Florida Digital Network, Inc. ("Florida Digital") unless otherwise indicated by the context.

Customer or Subscriber - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

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Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd)

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

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Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Florida Digital within the state of Florida.

2.2 Payment Arrangements

For Subscriber Services, all charges due by the Customer are payable to any agency duly authorized to receive such payments. This includes payment for calls or services originated at the Customer's number(s); placed using a Post Paid Calling Card as a form of payment regardless of the originating location of the call; incurred at the specific request of the Customer.

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of Florida Digital's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

2.3 Undertaking of Florida Digital

Florida Digital's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. Florida Digital installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff.

ISSUED: April 6, 1999

EFFECTIVE: July 6, 1999

ISSUED BY:

Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

EXHIBIT B
PAGE 8 OF 16 FLi9900

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Limitations of Service

- 2.4.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.4.2 Florida Digital reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.4.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.4.4 Florida Digital reserves the right to discontinue the offering of service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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EXHIBIT B
PAGE 9 OF 16 FLi9900

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Refunds or Credits for Service Outages or Deficiencies

2.5.1 Liability

- (A) The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs, unless ordered by the FPSC.

- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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ISSUED BY:

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EXHIBIT B
PAGE 10 OF 16 FLi9900

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Refunds or Credits for Service Outages or Deficiencies (Cont'd.)

2.5.2 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5.1 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control.

The Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is not reported to the Company or is caused by the failure of power, equipment or systems not provided by the Company.

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EXHIBIT B
PAGE 11 OF 16 FLi9900

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Credit Regulations

2.6.1 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment. (T)
(T)
(T,M)
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company. (T)
- (C) Deposits will accrue interest annually at the rate of 7% per annum in accordance with Florida Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment. (T)

Material originally found on this page can now be found on Page 12.1.

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ISSUED BY:

Matt Blocha, Vice President
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EXHIBIT B
PAGE 12 OF 16 FLi0101

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Credit Regulations, (Cont'd.)

2.6.2 Advance Payments

The Company does not collect advance payments from its Customers.

(M)

2.6.3 Taxes

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

(M)

Material found on this page was originally found on Page 12.

ISSUED: December 17, 2001

EFFECTIVE: December 18, 2001

ISSUED BY:

Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
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EXHIBIT B
PAGE 12.1 OF 16

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Refusal or Discontinuance by Company

Florida Digital may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused for the following conditions:

2.7.1 Carrier, upon 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 past due balance to Carrier for services;
- (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 the service; or
- (D) Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.7.2 Carrier, upon giving the customer notice and allowing a reasonable for the customer to comply, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) For noncompliance with or violation of any state or municipal law, ordinance or regulation pertaining to telephone service;
- (B) For use of the telephone service for any other property or purpose than that described in the application;

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EFFECTIVE: July 6, 1999

ISSUED BY:

Matt Blocha, Vice President
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Orlando, Florida 32801

EXHIBIT B
PAGE 13 OF 16 FLi9900

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Refusal or Discontinuance by Company, (Cont'd.)

2.7.3 Carrier, without notice, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others;
- (B) In the event of hazardous conditions or tampering with the equipment furnished and owned by the Company;
- (C) In the event of unauthorized or fraudulent use of service. The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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ISSUED BY:

Matt Blocha, Vice President
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EXHIBIT B
PAGE 14 OF 16FLi9900

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling Florida Digital's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.9 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

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EFFECTIVE: July 6, 1999

ISSUED BY:

Matt Blocha, Vice President
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EXHIBIT B
PAGE 15 OF 16 FLi9900

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.10 Employee Concessions

The Company does not provide for employee concessions.

2.11 Payment of 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 the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the Florida Public Service Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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ISSUED BY:

Matt Blocha, Vice President
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EXHIBIT B
PAGE 16 OF 16 FLI9900

Specialized Common Carrier Service
Regulations and Rates
of
FLORIDA DIGITAL NETWORK, INC.

This tariff includes the rates, charges, terms and conditions of service for the provision of interstate telecommunications services by Florida Digital Network, Inc. between locations in the Mainland United States, Alaska, Hawaii, Puerto Rico, Guam, The Northern Marianne's ("Saipan") and the US Virgin Islands..

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Issued by: Matt Blocha, Vice President Marketing
360 North Orange Avenue, 20th Floor
Orlando, Florida 32801

EXHIBIT C
PAGE 1 OF 21

FX9901



View Subscription

Southeast Regional NPAC SMS

Subscription

TN: 407 . 869 . 7776 LNP Type: LSPP

SV ID: 8594382 Status: Old

Pre-Cancellation Status: Undefined

Service Providers

Name	ID	Due Date/Time (EST)	
New: Sprint	0661	04 / 03 / 2002 19 : 00	<input checked="" type="checkbox"/> Port To Origina
Old: Florida Digital Network	4085	/ / :	<input type="checkbox"/> Authorized

Cause Code: None

Network

LRN: - -

DPC SSN

LIDB:

CNAM:

CLASS:

ISVM:

WSMSC:

Timestamps		Failed Dest	Misc
Type	Date/Time (EST)		
Activation Broadcast Start	04/05/2002 08:50:50		
Activation Broadcast Complete			
Activation Request Received	04/05/2002 08:50:50		
Disconnect Broadcast Start			
Disconnect Broadcast Complete			
Disconnect Request Received			
Modify Broadcast Start			
Modify Broadcast Complete			
Modify Request Received			
Create	04/03/2002 14:20:55		

EXHIBIT D page 1 of 1