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A Limited Liability Partnership Including Professional Corporations

DUPLICATE

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July 11, 2003

VIA FEDERAL EXPRESS

Blanco Bayo
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

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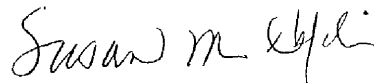
**Re: Metro Teleconnect Companies, Inc.
Certificate No. 8281
Initial Local Exchange Services Price List**

Dear Ms. Bayo:

On behalf of our client, Metro Teleconnect Companies, Inc. ("Metro Teleconnect"), enclosed for filing please find an original and four (4) copies of Metro Teleconnect's local exchange services price list, FL PSC Price List No. 1. Metro Teleconnect was authorized to provide competitive local exchange services in Docket No. 021195-TX (March 21, 2003). Metro Teleconnect requests an effective date of July 15, 2003 pursuant to Section 25-24.825 of the Commission's rules.

Please date-stamp the "Receipt" copy of this filing and return it in the enclosed, self-addressed, stamped envelope. Please do not hesitate to contact the undersigned should you have any questions.

Respectfully submitted,



Susan M. Hafeli
Counsel for Metro Teleconnect Companies, Inc.

Enclosures

cc: Walter D'Haeseleer, Director, Division of Competitive Markets and Enforcement
Patrick Smith, Metro Teleconnect Companies, Inc.

DOCUMENT NUMBER - 021195-TX
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FPSC-COMMISSION CLERK

TELECOMMUNICATIONS SERVICES

PRICE LIST
Of

METRO TELECONNECT COMPANIES, INC.

Applicable
Throughout the State of Florida

This Price List contains the rules, regulations, descriptions and rates applicable to the furnishing of service and facilities for local exchange telecommunications services provided by Metro Teleconnect Companies, Inc. (hereinafter "Carrier" or "Company") with principal offices at 2150 Herr Street, Harrisburg, Pennsylvania 17103.

This Price List applies to services furnished within the state of Florida.

This Price List is on file with the Florida Public Service Commission ("Commission") and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: July 14, 2003

Effective: July 15, 2003

By:
Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, Pennsylvania 17103

TELECOMMUNICATIONS SERVICES

CHECK SHEET

Sheets of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Price List that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>
Title Page	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
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TELECOMMUNICATIONS SERVICES

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TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide telecommunication service as required.

Authorized User - A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Commission - Florida Public Service Commission, unless the context indicates otherwise.

Company or Carrier - Metro Teleconnect Companies, Inc., unless the context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Price List regulations.

Local Calling Area: The area within which telecommunications service is furnished to customers. A local calling area may include one or more exchange service areas or portions of exchange service areas. Additionally, a local calling area includes any mandatory extended area exchanges.

Local Exchange Carrier - A company which furnishes exchange telephone service.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the customer place of business.

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 of service. The parties may mutually agree on a substitute Service Commencement Date.

Services - The services covered by this Price List shall include only the State of Florida.

User - A Customer or any other person authorized by the Customer to use Services provided under this Price List.

TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS

2.1 Undertaking of Company

2.1.1 Scope

The Company undertakes to furnish local exchange telecommunications services within the State of Florida under the terms of this Price List. Service is available 24 hours a day, seven days a week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or 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 availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company.

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, the minimum period of service is one month (30 days). All calculations of dates set forth in this Price List shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- B. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Price List prior to termination.
- C. This Price List shall be interpreted and governed by the laws of the State of Florida.
- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

TELECOMMUNICATIONS SERVICES

2.1 Undertaking of Company (Cont'd)2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omissions, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Price List. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Price List, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customer's facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

TELECOMMUNICATIONS SERVICES

2.1 Undertaking of Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of any other carriers shall be deemed to be agents or employees of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Price List, including:
1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Price List;
 2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
 3. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Price List.

TELECOMMUNICATIONS SERVICES

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- I. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- K. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- L. With respect to Emergency Number 911 Service:
 - 1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
 - 2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

TELECOMMUNICATIONS SERVICES

2.1 Undertaking of the Company (Cont'd)2.1.4. Liability of the Company, (Cont'd)

- M. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- N. In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- O. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Price List, Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notice 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 routing preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notice period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price List. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

TELECOMMUNICATIONS SERVICES

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

A. 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. Beyond this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission;
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.

2.1.7 Non-routing Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the 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 into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Price List remains in the Company, its agents or contractors, or the Incumbent Local Exchange Carrier.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

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

TELECOMMUNICATIONS SERVICES

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. placing orders for service.

When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).
 3. the payment of all applicable charges pursuant to this Price List;
- B. reimbursing the Company for 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the 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 local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any costs associated with 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;

TELECOMMUNICATIONS SERVICES

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's 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 maybe 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. above; 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 or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

TELECOMMUNICATIONS SERVICES

2.4 Customer Equipment and Channels**2.4.1 Interconnection of Facilities**

Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists or tariffs of the other communications carriers that are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.

2.4.2 Inspections

- A. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.
- B. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- C. 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 (10) 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 or disconnection of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

TELECOMMUNICATIONS SERVICES

2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or Authorized Users. Objections must be received by the Company within thirty (30) days after the due date, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional thirty (30) days to dispute the same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- A. Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2 Billing and Collection of Charges

- A. Customer's monthly service provided by Company shall be prepaid by Customer for each one-month period. The Company shall present a bill for monthly charges to the Customer in advance of the month for which service is being provided.
- B. The first payment is due in advance when the customer signs up for service. All bills will be mailed to customers at least sixteen (16) days before payment is due. An account not paid in full by the due date will be considered delinquent the following day.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated and/or received at the Customer's number(s). Notwithstanding Section 3.1 of this Price List, which provides for the blocking of certain toll calls, including direct dial long distance, collect calls, operator-assisted calls, and third number billed calls, in the event that the blocking of these calls is circumvented by the Customer, or in the event of a temporary failure of the blocking mechanism, the Customer is responsible for payment of any toll charges billed to the Customer's number(s).

TELECOMMUNICATIONS SERVICES

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D. For existing customers whose service is disconnected, 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.
- E. Customers may pay for service by cash, money order or credit card, where available.
- F. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.5.3 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a service covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.5.4 Deposits

The Company does not require or collect deposits.

2.5.5 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within thirty (30) days. The Company will promptly investigate and work to reconcile any Customer billing problems and/or complaints. 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.

- A. A Customer may contact the Company's Customer Service Department toll-free at (800) 695-6955.
- B. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

TELECOMMUNICATIONS SERVICES

2.5 Payment Arrangements (Cont'd)2.5.6 Discontinuance of Service

The Company may suspend or disconnect service without incurring any liability for any of the following reasons:

1. After ten (10) days' written notice, for non-payment of any sum due to the Company for service that is more than sixteen (16) days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
2. After ten (10) days' written notice, in the event of a violation of any regulation governing the service under this Price List;
3. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
4. Without notice, in the event the Company is prohibited from furnishing services by order of a court or other government authority having or claiming to have jurisdiction; or
5. In the event of fraudulent use of the Company's network, the Company will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.6 Allowances for Interruption of Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Price Lists.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any act or omission of the Customer, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. When interruptions occur, the Company will reestablish service within the shortest reasonable time.

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2.6 Allowances for Interruption of Service (Cont'd)

2.6.1 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment provided and billed for by the Company.
- B. Credit allowances for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.

2.6.2 Limitations on Allowances

No credit will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer;
- B. interruptions due to the negligence of any person using the Company's facilities with the Customer's permission;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- H. interruptions of service resulting from Company performing routine maintenance;
- F. 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; or
- I. interruption of service due to circumstances or causes beyond the control of the Company.

TELECOMMUNICATIONS SERVICES

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- A. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service, 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. The special charges described in 2.7.1.A and 2.7.1.B will be calculated and applied on a case-by-case basis.
- D. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:
 - 1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
 - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 - 3. all Recurring Charges for the applicable notice period.

2.8 Transfers and Assignments

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

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2.9 Notices and Communications

- 2.9.1 The Customer shall designate 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.
- 2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit 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.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Prepaid Local Exchange Service

Prepaid Local Exchange Service is a service which is available for access by subscribers on a full time basis. Prepaid Local Exchange Service provides the Customer with a single, voice-grade communications channel and access to unlimited local calls, toll-free (e.g. "800" or "888") calls, "911" and/or "E 911" calls, if available in the Customer's area, operator service and telecommunications relay service.

Prepaid Local Exchange Service does not include access to services that generate usage-based charges, such as toll services. To the extent possible, the following types of calls and services will be blocked by the Company: long distance (e.g. "1+" or "0+"); collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number (e.g. "900" and "976" calls).

3.2 Optional Features

3.2.1 Call Waiting

Call Waiting allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

3.2.2 Call Forwarding

Call Forwarding allows calls to automatically ring to another phone number.

3.2.3 Call Return

Call Return allows the Customer to return the last call to the Customer's telephone number by dialing a one or two-digit code.

3.2.4 Non-Published Number

Non-Published Number allows the Customer to keep his local phone number out of the phone book or directory assistance.

3.2.5 Three-Way Calling

Three-Way Calling allows the Customer to add a third party to a conversation.

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3.2 Optional Features (Cont'd)**3.2.7 Caller ID Deluxe**

Caller ID Deluxe is an optional feature that allows the subscriber to see the telephone number and name of an incoming call displayed on the Customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID Deluxe service works only on calls which originate and terminate in central offices which are equipped with and have SS7 connectivity. Caller ID Deluxe is available to Customers by monthly subscription only, which provides unlimited use of this service. The Caller ID Deluxe box is not included in the rate for the monthly service fee.

Telephone numbers that will not be displayed to the Caller ID Deluxe subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID Deluxe subscriber, their display unit will notify them that the calling telephone number is unavailable.

3.3 Miscellaneous Services

3.3.6 Change Order - allows a Customer to add and/or discontinue an optional feature or features subsequent to the initiation of basic local exchange service.

3.3.1 Restoration of Service - allows a Customer to initiate service after service has been suspended.

3.3.2 Reconnection of Service - allows a Customer to initiate service after service has been disconnected.

3.3.3 Transfer of Service - allows a Customer to initiate service subsequent to a Customer location move.

3.3.4 Change of Telephone Number - allows a Customer to change his or her telephone number without interruption of the Customer's service.

3.3.5 Change of Name on Account - allows a Customer to change the Customer name on a telephone account associated with a particular number. The new Customer will be responsible for payment of charges and for compliance with the Company's Price List regulations.

3.3.7 Demand Charges

The Company attempts to block access to network capabilities and optional calling features to which the Customer does not subscribe. In the event that a non-subscribing Customer accesses these services, the Customer will be assessed a Demand Charge each time the capability or optional calling feature is accessed.

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3.4 Directory Assistance Service

3.4.1 General

Directory Assistance Service is available to Customers who dial 411 ("local") or 1 + (NPA) + 555-1212 ("non-local") from lines presubscribed to the Company. Directory Assistance Service is provided only where facilities and billing capabilities permit. Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance charge applies whether or not the Directory Assistance Bureau furnishes the requested telephone number(s).

3.4.2 Directory Assistance Call Completion

Directory Assistance Call Completion is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator.

While there are no allowances for Directory Assistance Call Completion, the Directory Assistance portion of the call is governed by the call allowance as stated in Section 3.4.1.A. Toll charges also may be incurred if the call that is completed is not a local call.

3.5 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

3.5.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.5.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.5.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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3.6 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.7 Promotional Offerings

The Company may from time to time engage promotional trial service offerings of limited duration, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in this Price List will apply to the Company's promotional service offerings.

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SECTION 4 – SERVICE RATES AND CHARGES

4.1 Local Exchange Service Rates and Charges

A Local Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

4.1.1 Connection Fee

One-Time Connection Fee \$ 40.00

4.1.2 Recurring Charges

Monthly Service Charge \$ 49.95

4.2 Optional Features

	<u>Monthly</u>	<u>One-Time Activation Fee</u>
Call Waiting	\$ 7.00	N/A
Call Forwarding	\$ 7.00	N/A
Call Return	\$ 7.00	N/A
Non-Published Number	\$ 7.00	N/A
Three-Way Calling	\$ 7.00	N/A
Caller ID Deluxe	\$ 13.00	\$ 10.00

4.3 Miscellaneous Charges

Change Order Fee	\$ 15.00
Transfer of Service Fee	\$ 40.00
Change of Telephone Number	\$ 25.00
Change of Name on Account	\$ 25.00
Restoration of Service Fee	\$ 25.00
Reconnection of Service Fee	\$ 40.00

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4.3 Miscellaneous Charges (Cont'd)

Demand Charges

Call Return	\$.159
Call Trace	\$ 2.29
Repeat Calls	\$ 1.49
Three-Way Calls	\$ 1.59
Verify/Interrupt	\$ 2.99

4.4 Directory Assistance Rates

Per Local Directory Assistance Call	\$ 0.99
Per Non-Local Directory Assistance Call	\$ 1.99
Call Completion	\$ 0.50

4.5 Directory Listings4.5.1 Non-Recurring Charges

Primary Listing (one number)	N/C
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4.5.2 Recurring Charges

Primary Listing (one number) per month	N/C
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