

# EXPRESS PHONE SERVICE, INC.

1020 N. 9<sup>th</sup> Avenue  
Pensacola, FL 32501  
850-444-9673  
Fax 850-444-9674

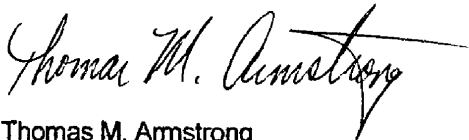
September 4, 2003

State of Florida  
Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

RECEIVED - FPSC  
03 SEP - 5 AM 11:44  
COMMISSION  
CLERK

Enclosed is the price list for Express Phone Service, Inc. for filing.

Sincerely,



Thomas M. Armstrong  
President

DISTRIBUTION CENTER  
03 SEP - 5 PM 10:25

DOCUMENT NUMBER - DATE  
08319 SEP-5 8  
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Express Phone Service, Inc.  
1020 N. 9<sup>th</sup> Avenue  
Pensacola, Florida 32501

Florida Price List No. 1  
First Revised Sheet 1  
Cancels Original Sheet 1

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**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Express Phone Service, Inc., with principal offices at 1020 N. 9<sup>th</sup> Avenue, Pensacola, Florida, 32501. This Price List applies for services furnished within the state of Florida. This Price List is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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Issued: September 3, 2003

Effective: September 7, 2003

Issued by:

Thomas M. Armstrong, President  
1020 N. 9<sup>th</sup> Avenue  
Pensacola, Florida 32501

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**CHECK SHEET**

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

Page	Revision	Page	Revision
1	First	26	Original
2	First	27	Original
3	First	28	Original
4	First	29	Original
5	First	30	Original
6	First	31	Original
7	First	32	Original
8	First	33	Original
9	First	34	Original
10	First	35	Original
11	First	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original
24	Original	49	Original
25	Original		

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**SYMBOLS SHEET**

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 Price List location.
- N** New.
- R** Change resulting in a reduction to a customer's bill.
- T** Change in text or regulation but no change in rate or charge.

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**PRICE LIST FORMAT SHEET**

**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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Price List approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).1.
- 2.1.1.A.1.(a).1.(i).
- 2.1.1.A.1.(a).1.(i).(1).

**D. Check Sheets** - When a Price List filing is made with the Commission, 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 sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) 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 Commission.

Express Phone Service, Inc.  
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Pensacola, Florida 32501

Florida Price List No. 1  
First Revised Sheet 6  
Cancels Original Sheet 6

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**EXCHANGE SERVICE LIST**

Express Phone Service, Inc. ("Express") has included all of the exchanges in the BellSouth, GTE (Verizon ) and Sprint-Florida (United Telephone and Centel) local exchange territories in Florida as potential areas where alternative local exchange service is planned.

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(N)

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Account** - A Company accounting category containing at least one (1) local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line may, or may not, at the discretion of the company, share any call allowance of the primary local exchange access line. No features are included with the second or non-primary local exchange access line.

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

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** - The Florida Public Service Commission.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public.

**Company** - Express Phone Service, Inc., the issuer of this tariff.

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

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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**End-User Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Express** - Express Phone Service, Inc., issuer of this tariff.

**Holiday** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

**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, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopolistic local telephone company in the area also served by the Company.

**Measured Charge** - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed inter-exchange call.

**Message Toll Service** - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

**MOU** - Minutes of Use

**Primary Line** - The initial residential local exchange access line per account.

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Secondary Line** - The second or additional residential local exchange access line, billed to the same address as the Primary Line.

**Service** - Any means of service offered herein or any combination thereof.

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**Service Order Form** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Term Agreement** - An agreement between the Company and the Customer for a fixed term of months.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Transmission Speed** - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1** Service is furnished for telecommunications originating and terminating within the State of Florida under the terms and conditions of this tariff.

**2.1.2** Express' voice services will involve the resale of the basic local exchange services of the incumbent local exchange telephone companies.

**2.1.3** Carrier's services are available for use twenty-four hours per day, seven days per week.

**2.2 Use of Services**

**2.2.1** Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

**2.2.2** The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

**2.2.3** The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

**2.2.4** The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

**2.3 Liability of the Company**

**2.3.1** Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

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- 2.3.2** The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.3.3** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.4** The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.3.6** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.3.7** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.3.8** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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- 2.3.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- 2.3.10** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- 2.3.11** The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.3.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.3.13** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.
- 2.3.14** The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.
- 2.3.15** The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a non-published telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a non-published number, the Company will, at the customer's request, change the number without charge and refund any non-published number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, non-published information is defined to include the name, address and telephone number of non-published Customers.

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## **2.4 Prohibited Uses**

- 2.4.1** 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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.4.2** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer 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.
- 2.4.3** A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

## **2.5 Limitation of Service**

- 2.5.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.5.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.5.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.5.4** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, 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.

## **2.6 Application for Services**

- 2.6.1** A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

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**2.6.2 Cancellation of Application for Service**

Where installation of service has been started prior to the cancellation, a cancellation charge equal to any and all costs incurred by the Company may apply.

**2.7 Assignment or Transfer**

**2.7.1** All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

**2.8 Deposits**

To safeguard its interests, the Company may require a Customer to make a deposit before services and facilities are furnished.

**2.9 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. 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 requested. The advance payment will be applied to the first full billing cycle statement and an additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.10 Taxes and Fees**

The Company reserves the right to bill any and all applicable taxes in addition to normal telecommunications charges, including, but not limited to: Federal Excise Tax, State Sales Tax, State Communications Tax, Local Communications Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices and are not included in the quoted rates.

**2.11 Notices**

**2.11.1** Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

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**2.12 Billing and Payment**

- 2.12.1** The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any regulated sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service, as provided for in this tariff and in accordance with Commission rules, without incurring any liability.
- 2.12.2** Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 5 days after the due reflected on the rendered bill.
- 2.12.3** The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.
- 2.12.4** Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.
- 2.12.5** Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.
- 2.12.6** The Customer will be assessed a non-sufficient funds charge up to the maximum amount permitted by Florida Statutes for each check or other payment type submitted by the Customer to the Company that a financial institution refuses to honor.
- 2.12.7** Customers will be billed directly by the Company.
- 2.12.8** For the purpose of computing partial month's charges, when applicable, a month is considered to consist of thirty (30) days.

**2.13 Discontinuance or Interruption of Service by the Carrier**

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished:

- 2.13.1** For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation, or noncompliance with or violation of any Commission regulation.
- 2.13.2** For noncompliance with any of the provisions of this tariff governing service.
- 2.13.3** In the event of the Customer's use of service in such a manner as to adversely affect the Carrier's equipment or service to others.
- 2.13.4** In the event of unauthorized or fraudulent use of service.

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- 2.13.5** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Carrier from furnishing service to the Customer.
- 2.13.6** In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of the Carrier's equipment and facilities.
- 2.13.7** The Carrier reserves the right to limit the duration of a connection or the provision or service when necessary because of a shortage of service components caused by emergency conditions as defined in the Rules and Regulations of the Florida Public Service Commission.
- 2.13.8** Discontinuance of service shall be in accordance with the Rules and Regulations of the Florida Public Service Commission.
- 2.13.9** The Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind to any party. The Carrier may suspend service after notice to the Customer of noncompliance with any provision of this tariff if such noncompliance is not corrected within five (5) days following the receipt of notice.
- 2.13.10** The Carrier may discontinue service for nonpayment of any regulated sum due the Carrier for more than five (5) days beyond the rendition of the bill for such service pursuant to the Rules and Regulations of the Florida Public Service Commission.
- 2.14 Customer Responsibility**
- 2.14.1 Cancellation of Service by Customer**
- A. Customers may cancel service and/or have service discontinued upon verbal or written notice to the Company.
  - B. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date.
  - C. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.
  - D. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features.
  - E. In the event the Customer has executed a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms. A termination liability charge applies to early cancellation of a term agreement.

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**2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1** The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.15.2** The Company undertakes to 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 tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3** The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4** Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.15.5** The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.15.6** The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.

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**2.15.7** The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefor. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

**2.15.8** The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

- A. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
- B. for repair, replacement or otherwise as the Company may determine is necessary or desirable. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

**2.15.9** The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. 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. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.15.10** Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

**2.16 Obligations of the Customer**

The Customer shall be responsible for:

**2.16.1** The payment of all applicable charges as set forth in this tariff.

- 
- 2.16.2** Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.16.3** Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.16.4** Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, 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.
- 2.16.5** Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- 2.16.6** 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 services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
- 2.16.7** Making Company services 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;
- 2.16.8** Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.

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**2.16.9** Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

**2.16.10** The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. 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 other persons.

**2.17 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 tariff.

**2.17.1 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 PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company PIN is a unique identifier 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.
- C. 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.
- D. The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- E. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, 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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**2.18 Maintenance and Testing**

**2.18.1** Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.

**2.18.2** 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. 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 services, 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 such action. 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 services, equipment, and personnel from harm.

**2.19 Non-routine Installation**

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials 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.

**2.20 Contracts**

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. ICB contracts are subject to Commission review.

**2.21 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.21.1 for the part of the service that the interruption affects.

### 2.21.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. 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 rate sheet.
- 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.
- 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  
  
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.

### 2.21.2 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 rate sheet 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;
- 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 2.21.3), 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;

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- 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 five (5) days of the date that service was affected.

**2.21.3 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.

**2.21.4 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.

**2.21.5 Interruptions in Service of 24 Hours or Less**

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

**2.21.6 Interruptions in Service 24 Hours or Greater**

Interruptions over 24 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. No more than thirty (30) days credit will be allowed for any one month period.



**2.21.7 Cancellation for Service Interruption**

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

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

**3.1 General**

- 3.1.1** Express is a reseller of local exchange service company providing basic local exchange communications services throughout Florida.
- 3.1.2** Express' rates and services are based on the rates and services of the large incumbent local exchange carriers. This tariff documents the rates and services for Express' provision of local exchange service.
- 3.1.3** Customers are billed based on their use of Express' network and services.
- 3.1.4** Charges may vary by service offering, class of service, credit class (based upon the sole determination of the Company), custom calling feature(s), class of call, time of day, day of week, and/or call duration.
- 3.1.5** The Company provides access to operator services, A911" services, and relay services for the hearing impaired, as required in Chapter 364.337(2), Fla. Statutes.

**3.2 Calculation of Distance**

Company does not offer distance-sensitive rate plans.

**3.3 Rate Periods for Time of Day Sensitive Services**

Company does not offer time-of-day sensitive rate plans.

**3.4 Call Timing for Usage Sensitive Services**

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

- 3.4.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.4.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.4.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.4.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.4.5** All times refer to local time.

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### **3.5 Network Exchange Bundled Service**

#### **3.5.1 General**

Express offers basic local exchange service as a stand-alone product and as part of a bundle or package of telecommunications services, depending upon Customer credit class, as determined at the sole discretion of the Company. Local exchange service that is offered as a stand-alone product does not allow for toll charges. All packages include local service, long distance service (interstate and intrastate toll) and selected custom calling features. Voice Mail and Internet access may be available with some packages, either bundled or at an additional charge<sup>1</sup>.

**3.5.2** The Company provides Customers with the option of obtaining a Primary Line and Secondary Line(s) per account. Should a Customer with both lines opt to disconnect the Primary Line, the first of the remaining Secondary Line(s) will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

#### **3.5.3 Custom Calling Features**

A. The following Custom Calling Features may be included in some of the service packages described in Section 3.6 and may be sold separately, depending upon service territory.

##### **B. Rates**

1.	Repeat Dialing	\$ 4.75
2.	Call Return	\$ 4.75
3.	Call Selector	\$ 4.75
4.	Call Forwarding	\$ 4.75
5.	Call Waiting	\$ 4.75
6.	Speed Dial	\$ 4.75
7.	Three-Way Calling	\$ 4.75
8.	Call Blocking	\$ 4.75
9.	Preferred Call Forwarding	\$ 4.75
10.	Call Tracing	\$ 4.75
11.	Anonymous Call Rejection	\$ 4.75
12.	Caller ID with Name Delivery	\$ 9.75
13.	Caller ID with Name Delivery with Call Waiting	\$ 14.75
14.	Privacy Director	\$ 5.75

<sup>1</sup> Voice mail and Internet access are not regulated by the Commission.

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**3.6 Service Offerings Description and Rates**

**3.6.1 Express Basic Residential Service**

Residential Only, Monthly Rate,	
Primary Line	\$27.95
Secondary Line	\$27.95
Service Connection Fee, One-time charge per line,	
Primary Line	\$40.00
Secondary Line	\$25.00
Service Conversion Fee, One-time charge per line,	
Primary Line	\$10.00
Secondary Line	\$10.00

- A. Express Basic Residential Service includes the following:
1. Local line and unlimited local calling
- B. No Custom Calling Features are available with Express Basic Residential Service.
- C. No toll calls are allowed with Express Basic Residential Service.

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**3.6.2 Express 50 Residential Service**

BellSouth Territory Only, Post Paid Residential only, Monthly Rate,	
Primary Line	\$24.95
Secondary Line	\$24.95
Service Connection Fee <sup>1</sup> , One-time charge per line,	
Primary Line	\$50.00
Secondary Line	\$30.00
Service Disconnection Fee, One-time charge per line,	
Primary Line	\$30.00
Secondary Line	\$15.00

<sup>1</sup> Service Connection fee may be waived for those customers who meet the Company's conversion enrollment criteria and who retain their existing telephone number when switching their service to Express.

A. Express 50 Residential Service includes the following:

1. Local line and unlimited local calling.
2. Custom Calling Features.
3. A monthly allowance of 50 free minutes of domestic interstate and intrastate toll calling.
  - a. Toll calls are billed in six (6) second increments.
  - b. Toll calls within 50 minute allowance,  
Per minute rate,  
Direct Dial Access \$0.00

**3.6.3 Express 100 Service**

	<u>Prepaid</u>	<u>Post Paid</u>
BellSouth Territory Only, Residential,		
Monthly Rate,		
Primary Line	\$34.95	\$34.95
Secondary Line	\$34.95	\$34.95
Business,		
Monthly Rate,		
Primary Line	\$27.95	\$24.95
Secondary Line	\$27.95	\$24.95
Service Connection Fee <sup>1</sup> ,		
One-time charge per line,		
Primary Line	\$50.00	\$50.00
Secondary Line	\$30.00	\$30.00
Service Disconnection Fee,		
One-time charge per line,		
Primary Line	\$30.00	\$30.00
Secondary Line	\$15.00	\$15.00

<sup>1</sup> Service Connection fee may be waived for those customers who meet the Company's conversion enrollment criteria and who retain their existing telephone number when switching their service to Express.

A. Express 100 Service includes the following:

1. Local line and unlimited local calling
2. Custom Calling Features.
3. A monthly allowance of 100 free minutes of domestic interstate and intrastate toll calling.
  - a. Toll calls are billed in six (6) second increments.
  - b. No toll calls in excess of the call allowance are authorized for prepaid customers.
  - c. Toll calls within 100 minute allowance,  
     Per minute rate,  
         Direct Dial Access                      \$0.00

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**3.6.4 Express 300 Residential Service**

BellSouth Territory Only, Residential Only, Monthly Rate,	
Primary Line	\$39.95
Secondary Line	\$39.95
Service Connection Fee <sup>1</sup> , One-time charge per line,	
Primary Line	\$50.00
Secondary Line	\$30.00
Service Disconnection Fee, One-time charge per line,	
Primary Line	\$30.00
Secondary Line	\$15.00

<sup>1</sup> Service Connection fee may be waived for those customers who meet the Company's conversion enrollment criteria and who retain their existing telephone number when switching their service to Express.

A. Express 300 Residential Service includes the following:

1. Local line and unlimited local calling
2. Custom Calling Features.
3. A monthly allowance of 300 free minutes of domestic interstate and intrastate toll calling.
  - a. Toll calls are billed in six (6) second increments.
  - b. No toll calls in excess of the call allowance are authorized.
  - c. Toll calls within 300 minute allowance,  
Per minute rate,  
    Direct Dial Access                      \$0.00

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**3.6.5 Express Unlimited Residential Service**

BellSouth Territory Only, Residential Only, Monthly Rate,	
Primary Line	\$48.99
Secondary Line	\$48.99
Service Connection Fee <sup>1</sup> , One-time charge per line,	
Primary Line	\$50.00
Secondary Line	\$30.00
Service Disconnection Fee, One-time charge per line,	
Primary Line	\$30.00
Secondary Line	\$15.00

<sup>1</sup> Service Connection fee may be waived for those customers who meet the Company's conversion enrollment criteria and who retain their existing telephone number when switching their service to Express.

- A. Express Unlimited Residential Service includes the following:
1. Local line and unlimited local calling
  2. Custom Calling Features.
  3. Monthly Unlimited domestic interstate and intrastate toll calling.
    - a. This service is for use by residential customers for voice traffic only.
    - b. The Company reserves the right to adjust a customer's service upon appropriate customer notification.
    - c. If it is determined, at the Company's discretion, that usage is not consistent with normal residential voice applications, customer's service may be assessed a \$50.00 monthly recurring data usage charge, disconnected or limited to a usage amount that the Company deems as normal residential voice application.



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**3.6.6 Express FL1 Residential Service**

- A. Express FL1 Residential Service is no longer offered by Company.
- B. Customers who have current, active and working Express FL1 Residential Service as of the effective date of this Price List will be grandfathered and allowed to maintain their Express FL1 Service, at the rates in Section 3.6.6.C, subject to the following conditions.
  - 1. Customer must maintain continuous active and working Express FL1 Residential Service.
  - 2. Any Customer with Express FL1 Residential Service that has service discontinued, denied and/or terminated for any reason, whether by Customer request or failure to comply with conditions set forth in this Price List, will not be permitted to restore and/or reinstall Express FL1 Residential Service.
  - 3. Customers that have Express FL1 Residential Service discontinued, denied and/or terminated will be allowed to restore and/or reinstall service pursuant to the other service offerings previously described in this Section.
- C. BellSouth Territory Only,  
Residential only,  
Monthly Rate,
  - Primary Line \$27.95
  - Secondary Line \$27.95

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### 3.7 Service Order, Change Order, Record Change and Miscellaneous Charges

Non-recurring charges apply to processing Customer requests for new service, changes in service, changes in record of service and other miscellaneous requests and/or charges.

#### 3.7.1 Service Order Charges

- A. Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.
- B. Secondary Service Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.
- C. Primary Service Disconnection Charge - applies to disconnection of Customer's primary line of telephone service, whether by Customer request or Company discretion without Customer request.
- D. Secondary Service Disconnection Charge - applies to the disconnection of Customer's second or additional line of telephone service, whether by Customer request or Company discretion without Customer request.
- E. Transfer of Service Charge, Primary Line - applies to the first line of a Transfer of Service Order (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.
- F. Transfer of Service Charge (TOS), Secondary Line - applies to the second or additional line of a Transfer of Service Order (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.
- G. Technician Dispatch Charge - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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- H. Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

### **3.7.2 Change Order Charges**

- A. Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer.
- B. If multiple changes listed below are requested by the Customer and occur on the same order/request, only the highest charge amount will apply.
- C. Feature or Feature Pack Change Order - applies when a customer requests a change, adding or removing a feature or feature pack.
- D. Toll Restriction Fee Order - applies when a Customer requests a change, adding or removing Toll Restriction Service.
- E. Telephone Number Change Order - applies to each telephone number change request/order.
- F. Long Distance Minutes Pack Change Order - applies to residential Customers who request/order a change to add or delete an LD Minutes Pack.
- G. Listing Change Charge - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

### **3.7.3 Record Change Charges**

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

### **3.7.4 Miscellaneous Charges**

- A. Duplicate Invoice Charge - Applies each time a Customer requests an additional copy of a current bill or invoice.
- B. Call Detail Report Charge - Applies each time a Customer requests local call detail for a given month.

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### 3.7.5 Rates

#### A. Service Order Charge Rates

Primary Service Connection Charge	Note (1)
Secondary Service Connection Charge	Note (1)
Primary Service Disconnection Charge	Note (1)
Secondary Service Disconnection Charge	Note (1)
Transfer of Service Charge, Primary Line	Note (2)
Transfer of Service Charge, Secondary Line	Note (2)
Technician Dispatch Charge	\$50.00
Service Order Charge	\$ 6.95

Note (1) – Service Connection and Disconnection Charges are listed with the rates for each specific service offering.

Note (2) – Transfer of Service Charges will be the same rate as the Service Connection Charges as listed with the rates for each specific service offering.

#### B. Change Order Service Charge Rates

Feature or Feature Pack Change Order	\$6.95
Toll Restriction Fee Order	\$6.95
Telephone Number Change Order	\$6.95
Long Distance Minutes Pack Change Order	\$6.95
Listing Change Charge	\$6.95

C. Record Change \$6.95

#### D. Miscellaneous Charge Rates

Duplicate Invoice	\$ 5.00
Call Detail Report	\$30.00
Late Fee	\$ 5.00

### 3.8 Premises Work Charges

**3.8.1** Premises Work Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

**3.8.2** Premises Work Charges will be credited to the Customer's account in the event trouble is not initially found in the Company facilities, but the trouble is later determined to be in those facilities.

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**3.8.3** The time period for which the Premises Work Charges are applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

**3.8.4** Trouble Isolation Charge - A nonrecurring charge which applies to residence and business customers for each repair visit made to a premises to test the central office line, up to the demarcation point, when the line tests clear and the trouble is not found in the Company facilities.

**3.8.1 Rates**

	<u>Residence</u>	<u>Business</u>
Normal Business Hours:		
First 15 minutes, or fraction thereof	\$25.00	\$28.00
Each addition 15 minute increment, or fraction thereof	\$ 9.00	\$12.00
Outside Normal Business Hours:		
First 15 minutes, or fraction thereof	\$37.50	\$37.50
Each additional 15 minute increment, or fraction thereof	\$13.50	\$13.50
Sundays and Holidays:		
First 15 minutes, or fraction thereof	\$50.00	\$50.00
Each additional 15 minute increment, or fraction thereof	\$18.00	\$18.00

**3.9 Restoration of Service**

**3.9.1** A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged.

**3.9.2** The restoration charge does not apply when, after disconnection of service, service is later re-installed. Service connection charges would apply.

**3.9.3 Rates**

Restoration of service, Per occasion	\$25.00
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### 3.10 Temporary Suspension/Restoration of Service

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension. Customers requesting temporary suspension of their service will incur this charge at the time of the suspension. There will be no charge upon the subsequent restoration of service. In addition, a Premises Work Charge will also apply when a premises visit is required in connection with the suspension of service or equipment.

	<u>Residence</u>	<u>Business</u>
Temporary Suspension Charge	\$10.00	\$29.75

### 3.11 Optional Calling Features

**3.11.1** The features in this section may be made available to Residential and Business Customers on a per use basis.

**3.11.2** To protect the Company's interests, some Customers, depending on credit classification determined by the Company, may have the availability of the Optional Calling features described herein blocked as a condition of receiving service.

**3.11.3** All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed, and bears the responsibility for all charges incurred, the per feature usage charge shown in the table below each time a feature is used by the Customer, unless the feature is provided as part of a bundled package described herein.

**3.11.4** Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all users in some cases.

#### 3.11.5 Optional Calling Features Listing

- A. Call Return
- B. Call Trace
- C. Repeat Dialing
- D. Three Way Calling
- E. Caller Identification Blocking
  - Per Call Blocking
  - Per Line Blocking

**3.11.6** Services are furnished only where facilities permit.

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**3.11.7 Non-Recurring Charges:**

<u>Feature</u>	<u>Per Use Charges</u>
Call Return, per use	\$1.00
Call Trace, per successful trace	\$3.50
Repeat Dialing, per use	\$1.00
Three Way Calling, per use	\$1.00
Caller Identification Blocking, per call	\$1.00
Caller Identification Blocking, per line	\$1.00

**3.12 Toll Restriction Service**

**3.12.1** Toll Restriction enables Customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks.

**3.12.2** To protect the Company's interests, some Customers, depending on credit classification determined by the Company, may have Toll Restriction Service installed as a condition of receiving service. Additionally, some specific screening information from the originating line is sent to the operator to prevent operator assisted calls from being billed to the Customer's line.

**3.12.3** Service is furnished only where facilities permit.

**3.12.4** Subscribing to this service or the Company installing this service does not relieve Customers of responsibility for calls charged to their numbers.

**3.12.5 Rates**

A. BellSouth Service Area	<u>Residence</u>	<u>Business</u>
	Nonrecurring charge, per line	\$19.00
	Monthly, per line	\$ 5.00
B. Sprint Service Area	<u>Residence</u>	<u>Business</u>
	Nonrecurring charge, per line	\$19.00
	Monthly, per line	\$10.00

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### 3.13 Local Operator Service

**3.13.1** The Company's operator services, available to pre-subscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

- A. Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.
- B. Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party.

**3.13.2** Charges do not apply unless the specified party or an acceptable substitute is available.

**3.13.3** Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

#### 3.13.4 Rates

In addition to applicable usage charges, a service charge applies to each call completed with operator assistance. When more than one service charge would apply, only the greater charge is applied.

A. BellSouth Service Area

Station-to-Station	\$3.00
Dial Calling Card	\$0.80
Operator Assisted	\$1.75
Person-to-Person	\$3.25
Operator Dialed Surcharge	\$0.60

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**3.14 Busy Line Verification and Emergency Interrupt Service**

- A. Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line.
- B. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.
- C. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.
- D. No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- E. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.
- F. The Customer shall indemnify and hold save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**3.14.1 Rates**

Per call

Busy Line Verification, each occasion	\$2.25
Emergency Interruption, each occasion and in addition to the Verification charge	\$3.00

**3.15 Directory Assistance**

**3.13.1 Basic Directory Assistance**

- A. Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.
- B. There are no call allowances for Directory Assistance. No credit will be given for requested telephone numbers that are not found in the directory. Customers may reach Directory Assistance by dialing direct or by having the call billed to a calling card or third number.

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- C. A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or preexisting certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

### **3.13.2 Directory Assistance Call Completion**

- A. Directory Assistance Call Completion (DACC) 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. The call may be completed automatically or by the Directory Assistance operator.
- B. The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges, as specified in Section 3.12, apply as appropriate.
- C. There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 3.13.1 of this price list.
- D. For local and intraLATA calls, charges for DACC service are not applicable to calls placed by handicapped Customers exempt from Directory Assistance charges, as specified in Section 3.13.1 of this price list.

### **3.13.3 National Directory Assistance Service**

- A. National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.
- B. There are no call allowances or exemptions for National Directory Assistance.
- C. A maximum of two(2) requested telephone numbers are allowed per call.
- D. This service may be alternately billed by using a calling card, billing to a third number, or collect.
- E. Operator-handled charges, as specified in Section 3.12, apply as appropriate.

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**3.13.4 Rates**

A.	Basic Directory Assistance		
		<u>BellSouth</u>	<u>Sprint</u>
	Local Directory Assistance, Per query,		
	Direct dialed	\$0.50	\$1.00
	Via operator	\$2.00	\$5.00
B.	Directory Assistance Call Completion		
	Per completed call	\$2.00	\$2.00
C.	National Directory Assistance		
	Direct dialed	\$2.00	\$2.00

**3.14 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(s) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**3.14.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**3.14.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**3.14.3 Additional Listing**

Additional listings are confined to the names of those who are entitled to use the customer's service.

**3.14.4 Toll-Free Directory Listing**

Where available, a listing which references the Toll Free Number for a Business customer will be made available.

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### 3.14.4 Rates and Charges

#### A. BellSouth Service Area

Monthly,	<u>Residence</u>	<u>Business</u>
Additional Listings	\$2.00	\$2.00
Non-Listed	\$0.25	\$0.25
Non-Published	\$1.50	\$1.50
Toll-Free Directory Listings	N/A	\$15.00

#### B. Sprint Service Area

Monthly,	<u>Residence</u>	<u>Business</u>
Additional Listings	\$2.00	\$2.00
Non-Listed	\$2.00	\$2.00
Non-Published	\$2.00	\$2.00
Toll-Free Directory Listings	N/A	\$15.00

C. For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 3.7.5 of this tariff.

### 3.15 Public Telephone Surcharge

**3.15.1** In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), a non-discountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

**3.15.2** Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call. The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**3.15.3** Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

#### 3.15.4 Rates

Rate Per Call                      \$0.50

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### **3.16 Carrier Pre-subscription**

#### **3.16.1 General**

- A. Carrier Pre-subscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier.
- B. Presubscription does not prevent a Customer who has pre-subscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**3.16.2 Pre-subscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance.

#### **3.16.3 Rules and Regulations**

- A. Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.
- B. Customers may change their selected Option and/or pre-subscribed toll carrier at any time subject to charges specified in 3.16.5 below.
- C. Customers who elect some of the service offerings listed in Section 3.6 may be required to subscribe to the Company's choice of interexchange carrier.

#### **3.16.4 Pre-subscription Procedures**

- A. A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service pre-subscription shall be provided free of charge.
- B. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a pre-subscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice.
- C. Customers of record may initiate a intraLATA or interLATA pre-subscription change at any time, subject to the charges specified in 3.16.5 below.

**3.16.5 Pre-subscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a pre-subscribed toll carrier and as detailed in above, for any change thereafter, an Pre-subscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per business or residence line, trunk, or port \$6.95

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**SECTION 4 - MISCELLANEOUS SERVICES**

**4.1 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent.

The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge.

**4.2 Discounts for Hearing Impaired Customers**

Intrastate toll message rates for a telecommunications device for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

**4.3 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Express will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**4.4 Emergency Services (911)**

The Company will make access to 911 emergency service available at a level equivalent to the service provided by the incumbent local exchange company. 911 services shall be maintained for the duration of any temporary disconnection for non-payment of a residential Customer's local service.

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1020 N. 9<sup>th</sup> Avenue  
Pensacola, Florida 32501

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1020 N. 9<sup>th</sup> Avenue  
Pensacola, Florida 32501

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Original Sheet 47

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**SECTION 5 - PROMOTIONS**

**5.1** This section reserved for future use.

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**SECTION 6 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS**

**6.1 Contracts**

The Company may provide any of the services offered under this Price List, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Price List do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

**6.2 Individual Case Basis Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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