



October 29, 2003
Overnight Delivery

SCANNED

030000 - Pu

210 N. Park Ave.
Winter Park, FL
32789

Ms. Blanca Bayo, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2450 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

P.O. Drawer 200
Winter Park, FL
32790-0200

RE: **Initial Pricelist for Network Operator Services, Inc.**
to Provide Alternative Local Exchange Service
Company Code TX690

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Dear Ms. Bayo:

Enclosed are the original and six (6) copies of the initial pricelist of Network Operator Services, Inc. to provide alternative local exchange service. The Company respectfully requests an effective date of October 31, 2003.

Please return a date stamped the copy of this cover letter in the self-addressed stamped envelope that has been provided for this purpose. Any questions pertaining to this filing may be addressed to me at (407) 740-8575.

Sincerely,

Shari Dawson
Consultant to Network Operator Services, Inc.

Enclosure

cc: Susan Freeman - Network Operator Services
Crystal Stuart - Network Operator Services
file: Network Operator Services - FL Local
tms: FL10301

DOCUMENT NUMBER DATE

10744 OCT 30 03

FPSC-COMMISSION CLERK

TITLE PAGE
FLORIDA PRICE LIST
OF
NETWORK OPERATOR SERVICES, INC.

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Network Operator Services, Inc. with principal offices at 119 W. Tyler Street, Suite 260, Longview, Texas 75601. This Price List applies to services provided 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.

Issued: October 30, 2003

Effective: October 31, 2003

By: Susan Freeman, Regulatory Manager
119 W. Tyler Street, Suite 260
Longview, Texas 75601

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original price list that are in effect on the date shown on each page.

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

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CHECK SHEET, (CONT'D.)

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
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Issued: October 30, 2003
By:

Susan Freeman, Regulatory Manager
119 W. Tyler Street, Suite 260
Longview, Texas 75601

Effective: October 31, 2003

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SYMBOLS

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

D - Delete Or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

M - Moved From Another 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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access - Access to NOS' services are provided by one or more or a combination of the following methods: pre-subscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company 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 or entity that accesses the Company's services. An Authorized User is responsible for compliance with this price list.

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call, Phone Home Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card, Phone Home Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band-width designed to carry voice grade transmission.

Commission - Florida Public Service Commission ("FPSC").

Common Carrier - A company or entity providing telecommunications services to the public.

Company - Network Operator Service, Inc. ("NOS") unless stated otherwise.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard,

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this price list.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States vs. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator-assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Florida.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

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

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total price list charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers that allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the Florida Public Service Commission to be providing operator services.

Real Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that NOS communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

Sent Paid Coin - Sent paid coin rates apply to calls placed from pay telephone stations and paid for by depositing coins at the pay telephone and are rated in real time. A call of this type requires NOS to communicate and collect the charges from the originating location.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company and Quality of Service Standards

The Company offers local operator services to transient locations (for example, hotel/motel and payphones) as described herein in a manner that equals or exceeds accepted industry performance standards for network quality, planning, maintenance, and testing unless the Customer and the Company mutually agree otherwise. Performance standards specified in individual contractual exhibits shall govern the services provided.

2.2 Applicability of the Florida Price List

This Price List and the rules and regulations contained herein are applicable to telecommunications services provided by Network Operator Services, Inc. ("NOS") within the state of Florida.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Restoration of Service**

Restoration of service resulting from service outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be provided as follows: Restoration priority shall be afforded to those network elements and services affecting national security or emergency preparedness capabilities and those affecting public safety, health and welfare as those elements and services are identified by the appropriate government agencies. All other service shall be restored as expeditiously as practical.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability for Outage**

The liability of the Company in connection with service provided to the Customer shall be limited to a credit for outage time unless the outage is the result of gross negligence or willful misconduct by the Company, their employees, agents, or contractors. Such credit shall be limited to an amount equal to that portion of the charges due to the Company and attributable to the interrupted service provided by the Company for the duration of the outage and shall be based on a proportionate reduction of such charges. Any claim or demand for credit as a result of any such outage shall be waived unless presented in writing within one (1) year after the date of the outage.

2.5 Ownership

The provision of service to the Customer and payment by the Customer to the Company does not create any easement, ownership, or property rights of any nature in any facilities used to provide service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Liability of the Company

2.6.1 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

2.6.2 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- (i) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- (ii) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (iii) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or Customers, in connection with any service or facilities or equipment provided by the Company.

The Customer shall notify the Company promptly, in writing, of any claims, lawsuits or demands for which the Company is responsible and shall cooperate in every reasonable way to facilitate defense or settlement of claims.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Liability of the Company, (Cont'd.)

2.6.3 In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.

2.6.4 The Company shall not be liable for any delay or failure in performance of any part of the service agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, lightning, other environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, destruction of or damages to facilities (i.e., cable cuts), or acts or omissions of transportation common carriers.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment Regulations****2.7.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.7.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by NOS or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, NOS will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to NOS for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Rate Table set forth in Section 4.1.2 herein.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment Regulations****2.7.2 Payment for Service, (Cont'd.)**

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this price list.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment Regulations****2.7.2 Payment for Service, (Cont'd.)**

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this price list or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) NOS will not bill for unanswered calls in areas where Equal Access is available, nor will NOS knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, NOS will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment Regulations, (Cont'd.)****2.7.3 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.7.4 Billing Entity Conditions

When billing functions on behalf of NOS are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact NOS directly. If there is still a disagreement about the disputed amount after investigation and review by NOS or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Deposits

The Company does not collect Deposits from its Customers.

2.9 Advance Payments

The Company does not require Advance Payments from its Customers.

2.10 Taxes

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Minimum Service Period

Unless otherwise specified in the service agreement between the Customer and the Company, the minimum period of service for which payment is due is thirty days.

2.12 Assignment

Service is provided by the Company for the sole use of the Customer and its authorized users. The Customer may not assign or transfer, in whole or in part, its obligations or rights in the service of the Company without the prior written consent of the Company. If any affiliate of the Customer succeeds to that portion of the business that is responsible for or entitled to any rights, obligations, duties or other interests in the Company's service, such affiliate succeeds to the rights, obligations, duties and interests of the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.14 Cancellation by Customer

Unless otherwise specified elsewhere in this Price List or by mutually accepted contract between the Customer and the Company, service may be canceled by the Customer at any time.

2.15 Limitations of Service

2.15.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List.

2.15.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Price List, or in violation of law.

2.15.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.15.4 The Company reserves the right to discontinue the offering of service, with notice, or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling the Company's Florida intrastate service must have an appropriate Certificate of Public Convenience and Necessity from the Florida Public Service Commission.

2.17 Applicable Law

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

2.18 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

2.19 Termination Charges

2.19.1 In the event the Customer cancels, repudiates or otherwise voids the service agreement prior to the time service is established, the Customer shall pay all costs and expenses incurred by the Company in connection with implementation of the service. Such charges shall not exceed the nonrecurring charges applicable to the service, plus any special construction costs.

2.19.2 If any portion of the Customer's service is disconnected for any reason prior to the end of the service period, the Customer shall pay a termination liability charge equal to 100% of the payments remaining the service period within thirty (30) days of the disconnection.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FLI0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Responsibilities of the Subscriber**

- 2.20.1** The Subscriber is responsible for placing any necessary orders, for complying with price list regulations, and for ensuring that Authorized Users comply with price list regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.20.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by NOS on the Subscriber's behalf.
- 2.20.3** If required for the provision of NOS' Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to NOS.
- 2.20.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and NOS when required for NOS personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of NOS' Services.
- 2.20.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with NOS' facilities or services, that the signals emitted into NOS' network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Responsibilities of the Subscriber, (Cont'd.)**

- 2.20.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to NOS' equipment, personnel, or the quality of Service to other Subscribers or Customers, NOS may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, NOS may, upon written notification, terminate the Subscriber's service.
- 2.20.7** The Subscriber must pay NOS for replacement or repair of damage to the equipment or facilities of NOS caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.20.8** The Subscriber must pay for the loss through theft or fire of any of NOS' equipment installed at Subscriber's premises.

2.21 Responsibilities of Authorized Users

- 2.21.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this price list as well as all rules and regulations of the state utility commission and the FCC.
- 2.21.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.21.3** The Authorized User is responsible for providing NOS with a valid method of billing for each call. NOS reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or NOS may refuse to place the call.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.22 Levels of Service Quality Objectives**

The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services. However, the Company's ability to meet the stated service quality objectives is ultimately subject to the availability of any ILEC network and outside plant facilities and equipment which it utilizes, and the timeliness of the ILEC's response to Company-initiated requests for service installation and repair.

2.22.1 Limitations

Service quality objectives for installation, maintenance and repair as described herein apply only to single-line residence and business services.

Emergency conditions under which service quality objectives described in this section may not be met include but are not limited to Acts of God, fires, floods, earthquakes, hurricanes, tornados, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.

Service quality objectives apply to services and equipment provided by the Company only. The Company may be unable to meet these objectives due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.

The Company's liability, where applicable, in the event that it is unable to meet the objectives described herein will be subject to the limitations of liability and credits and allowances for interruptions of service as provided in this Price List.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.22 Levels of Service Quality Objectives, (Cont'd.)****2.22.2 Installations**

Where ILEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of single-line residence and business Customer requests for primary service following receipt of application for same when all price list requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is five working days.

2.22.3 Maintenance and Repairs

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. In those instances, the Company's objective for repair or restoration of service for single-line residence and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem is as follows:

- A. Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- B. Clearing of 95% of service affecting troubles within 72 hours of receipt of trouble report.

Issued: October 30, 2003

By:

Susan Freeman, Regulatory Manager
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Effective: October 31, 2003

FLI0301

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.22 Levels of Service Quality Objectives, (Cont'd.)

2.22.4 Grade of Service

Subject to the adequacy of facilities and equipment provided to the Company by incumbent local exchange carriers, the Company's objective grade of service standards are as follows:

- A. During the average busy season busy hour, at least 90% of all calls offered to any trunk group shall not encounter an all-trunk busy condition.
- B. During the average busy season busy hour, at least 90% of intra-office, inter-office, extended area and intraLATA direct distance dialed calls carried by the Company will encounter a ring back tone, line busy signal, or non-working number intercept facility (operator or recording) after completion of dialing.

Issued: October 30, 2003

Effective: October 31, 2003

By: Susan Freeman, Regulatory Manager
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FLI0301

SECTION 3 - SERVICE DESCRIPTION

3.1 General

The Company's rates and services are based on the rates and services of the large incumbent local exchange carriers. This price list documents the rates and services for the Company's provision of local operator services to transient locations (for example hotel/motel and payphones).

Rates for this service are based on the Commission rate caps. All NOS services are available twenty-four (24) hours per day, seven (7) days per week.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FLI0301

SECTION 3 - SERVICE DESCRIPTION, (CONT'D.)

3.2 Calculation of Distance

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

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

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by Telcordia, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

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

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 3 - SERVICE DESCRIPTION, (CONT'D.)

3.3 Determination of Call Duration and Timing of Calls

- 3.3.1 For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.3.2 Chargeable time ends when the connection is terminated.
- 3.3.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.3.4 The initial and additional timing periods for billing purposes are in one minute increments.
- 3.3.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NOS will reasonably issue credit for the call.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FLI0301

SECTION 3 - SERVICE DESCRIPTION, (CONT'D.)

3.4 Local Operator Services

Provides for live or automated operator treatment when a Customer dials "0" (see Section 45). Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

The Company may incur incidental local traffic when a Customer uses the Company's 800 platform to complete a local call. Details of the Company's 800-platform service are contained in the Company's Florida Tariff No. 1

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 3 - SERVICE DESCRIPTION, (CONT'D.)

3.5 IntraLATA Long Distance Services

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in the Company's Florida Tariff No. 1 as filed and approved by the Florida Public Service Commission. Service is available for use by Customers twenty-four (24) hours a day.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FLI0301

SECTION 3 - SERVICE DESCRIPTION, (CONT'D.)**3.6 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A. Governmental fire fighting, Florida State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 3 - SERVICE DESCRIPTION, (CONT'D.)**3.7 Directory Assistance Services****3.7.1 Directory Assistance**

There shall be no charge for the first 50 directory assistance calls made per billing cycle for lines or trunks serving individuals with disabilities. The Company shall charge the prevailing price list rates for every call in excess of 50 calls within a billing cycle.

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each Local Directory Assistance Call	\$2.50
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Issued: October 30, 2003

By:

Susan Freeman, Regulatory Manager
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Effective: October 31, 2003

FLI0301

SECTION 4 - LOCAL OPERATOR SERVICES**4.1 General**

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

4.1.1 Definitions

Collect Billing: A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station Card: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FLI0301

SECTION 4 - LOCAL OPERATOR SERVICES, (CONT'D.)

4.1 General, (Cont'd.)

4.1.1 Definitions, (Cont'd.)

Operated Dialed Surcharge: Station-to-Station operator assisted or Person-to-Person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number. Operator Dialed Surcharge is in addition to any applicable Billing Surcharge. The following Operator Assisted Local Calls are exempted from the service charge:

- (1) Calls to designated Company numbers for official telephone business;
- (2) Emergency calls to recognizable authorized civil agencies;
- (3) Those cases where a Company operator provides assistance to:
 - (a) Re-establish a call which has been interrupted after the calling number has been reached.
 - (b) Reach the calling telephone number where facility problems prevent customer dial completion.
 - (c) Place a sent-paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of his handicap.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 4 - LOCAL OPERATOR SERVICES, (CONT'D.)

4.1 General, (Cont'd.)

4.1.2 Service Charges

Local exchange calls may be placed on an Operator Assisted basis. Service charges for Operator Assisted calls are detailed below. These charges are in addition to, if any, usage rates.

	<u>Per Call</u>
Person to Person	\$3.75
All Others (including, but not limited to, station-to-station, operator calling card, third party, collect)	\$1.75
Usage Rate	\$0.30 per minute

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 4 - LOCAL OPERATOR SERVICES, (CONT'D.)

4.2 Local Operator Services

4.2.3 Busy Line Verify and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a called line.

- A. The operator will determine if the line is clear or in use and report to the calling party.
- B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- C. A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- D. No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- E. Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- F. The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FLI0301

SECTION 4 - LOCAL OPERATOR SERVICES, (CONT'D.)

4.2 Local Operator Services, (Cont'd.)

4.2.3 Busy Line Verify and Line Interrupt Service, (Cont'd.)

G. Rates

Busy Line Verify Service	\$2.50 (each request)
Busy Line Verify and Busy Line Interrupt Service	\$5.00 (each request)

Issued: October 30, 2003

By:

Susan Freeman, Regulatory Manager
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Effective: October 31, 2003

FL10301

SECTION 5 - PROMOTIONAL OFFERINGS

5.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular price list offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's price list as an addendum to the Carrier's price lists.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FLI0301

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The termination liability period is the estimated service life of the facility provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights-of-way;
 - 2) license preparation, processing, and related fees;
 - 3) price list preparation, processing, and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 6 - SPECIAL ARRANGEMENTS, (CONT'D.)

6.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FL10301

SECTION 6 - SPECIAL CONSTRUCTION, (CONT'D.)

6.3 Special Construction

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

Issued: October 30, 2003

Effective: October 31, 2003

By:

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FLI0301