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February 23, 2004

**VIA OVERNIGHT MAIL**

Blanca S. Bayo  
Commission Clerk and Administrator Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED FPSC  
04 FEB 24 AM 10:21  
COMMISSION  
CLERK

RE: Level 3 Communications, LLC – FL P.S.C. Price List No. 3

Dear Ms. Bayo:

Please find enclosed for filing with the Florida Public Service Commission an original and two (2) copies of the original filing of Level 3 Communications LLC's ("Level 3") Local Exchange Services FL P.S.C. Price List No. 3. This filing bears an issued date of February 24, 2004 and an effective date of February 25, 2004. This filing consists of the Title Page and original pages 1 through 60.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed stamped envelope included. Thank you for your assistance.

Should you have any questions or concerns regarding the tariff please do not hesitate to call.

Sincerely,

Jennifer McMann  
Manager, Regulatory Compliance

Enclosures

- AUS \_\_\_\_\_
- CAF \_\_\_\_\_
- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- OPC \_\_\_\_\_
- MMS \_\_\_\_\_
- SEC \_\_\_\_\_
- OTH \_\_\_\_\_

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Level 3 Communications, LLC

1025 Eldorado Boulevard  
www.Level3.com

Broomfield, Co: 80021 NUMBER-DATE

02702 FEB 24 2004

FPSC-COMMISSION CLERK

COMPETITIVE TELECOMMUNICATIONS SERVICE  
PRICE LIST SCHEDULE APPLICABLE TO  
LOCAL EXCHANGE SERVICES  
WITHIN THE STATE OF FLORIDA  
BY  
LEVEL 3 COMMUNICATIONS, LLC

Issued by:

William P. Hunt, III  
Vice President of Public Policy and Government Affairs  
Level 3 Communications, LLC  
1025 Eldorado Boulevard  
Broomfield, CO 80021  
(720) 888-1000

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**CHECK SHEET**

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to local exchange telecommunications services provided by Company to business Customers for telecommunications between points within the State of Florida. Company's services are furnished subject to the availability of facilities and capacity and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

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**SECTION 1 - DEFINITION OF TERMS**

Certain terms used generally throughout this tariff for Communications Service of this Company are defined below.

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

Commission: Florida Public Service Commission.

Company: Level 3 Communications, LLC, the issuer of this tariff.

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

End Office: The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End User: A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively.

Enhanced Service Provider or "ESP": Enhanced service providers are providers of services over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with different or restructured information; or involve end user interaction with stored information.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a Joint User arrangement as specified in the Company's tariff.

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.

Major Service Interruption: An interruption of Customer service due to the Company's gross negligence or due to its noncompliance with the provisions of this tariff.

Premises: The space occupied by a Customer, End User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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**SECTION 1 - DEFINITION OF TERMS (CONT'D)**

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

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

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

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

Transmission: The sending of electrical or optical signals over a line to a destination.

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**SECTION 2 - UNDERTAKING OF THE COMPANY**

**2.1 General**

2.1.1 The Company provides facilities-based local exchange telecommunications service to business Customers for the direct transmission of voice, data and other types of telecommunications.

2.1.2 Customers and End Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own Customers.

2.1.3 The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

**2.2 Description of Service**

Company's service consists of any of the business services offered pursuant to this tariff, either individually or in combination. Each business service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

**2.3 Application for Service**

Customers desiring to obtain Company's service must complete the Company's standard service order form(s).

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

2.4 Shortage of Equipment or Facilities

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

2.5 Terms and Conditions

- 2.5.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.2 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.3 The tariffs of the Company shall be interpreted and governed by the laws of the State of Florida.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)****2.6 Liability of the Company**

- 2.6.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 8.1, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or End User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company or Company's employees or agents.
- 2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; 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 of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or End Users facilities or equipment used for or with the services the Company offers.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

- 2.6.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or End User or due to the failure or malfunction of Customer or End User-provided equipment or facilities.
- 2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7 The Company is not liable for any defacement of or damage to Customer or End User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees.
- 2.6.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Florida Law.
- 2.6.9 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 equipment or facilities.
- 2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

- 2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or gross negligence.
- 2.6.12 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.**
- 2.6.13 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company.

2.7 **Notification of Service-Affecting Activities**

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

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

**2.8 Provision of Equipment and Facilities**

- 2.8.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2 The Company may undertake 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.
- 2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or End User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or End User when the service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or End User provided.
- 2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

- 2.8.6.1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2.8.6.2 The reception of signals by Customer provided equipment. The Customer, End User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Company services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.8.8 Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or interconnection agreements of the other communications carrier which are applicable to such connections.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

2.9 Non-routine Installation

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

2.10 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

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**SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**

2.11 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

2.12 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

2.13 Universal Emergency Telephone Number Service

2.13.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

2.13.2 911 information consisting of the names, addresses and telephone numbers of all Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.13.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.

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**SECTION 2 – UNDERTAKING OF THE COMPANY (CONT'D)**

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- 2.13.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.13.5 Liability Providing 9-1-1, E9-1-1
- 2.13.5.1 The Company's entire liability to the Customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section. This 9-1-1 service is offered solely for the use of the Customer or to assist the Customer in providing 9-1-1 emergency service in conjunction with applicable fire, police and other public safety agencies. By providing this service to the Customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the Customer.
- 2.13.5.2 The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the Customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer.
- 2.13.5.3 The Customer shall indemnify, defend and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company or Customer or any of their employees, directors, officers, or agents except for Company acts of gross negligence or willful or wanton misconduct, in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system or for releasing subscriber information in connection with the provision of the 9-1-1 service. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems.

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**SECTION 2 – UNDERTAKING OF THE COMPANY (CONT'D)**

2.13.5.4 The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 service, including, by way of example and without limitation, when a failure or interruption of 9-1-1 service is due to the attachment of any equipment by a Customer to Company facilities. The Company shall not be liable for any civil damages caused by an act or omission of the Company in good faith release of information not in the public record, including non-published subscriber information, to emergency service providers responding to calls placed to a 9-1-1 service or host providers using such information to provide a 9-1-1 service.

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER**

3.1 General

The Customer shall be responsible for:

- 3.1.1 the payment of all applicable charges pursuant to the tariffs of the Company;
- 3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any End User; or by the noncompliance by the Customer or any End User with these regulations; or by fire or theft or other casualty on the Customer's or any End User's Premises, unless caused by the gross negligence or willful misconduct of the employees or agents of the Company;
- 3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any End User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 3.1.4 any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**

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- 3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;
- 3.1.6 the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work,
- 3.1.7 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 the Company's facilities and equipment in any Customer or End User premises or the rights-of-way for which Customer is responsible under section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any End User at any time for the purpose of installing, inspecting, maintaining, repairing,  
or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 3.1.8 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.9 making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**

3.2 Prohibited Uses

- 3.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 3.2.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.2.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 3.2.5 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 3.2.6 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.2.7 A Customer, Joint User, or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is offered jointly with the Company, without the written 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.

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**SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**

3.3 Claims

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

- 3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or End User or their employees, agents, representatives or invitees;
- 3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or End User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- 3.3.3 any claim of any nature whatsoever brought by a End User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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**SECTION 4 - PAYMENT ARRANGEMENTS****4.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all End Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold or shared with other persons.

**4.2 Billing and Collection of Charges**

4.2.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

4.2.2 Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or optional features.

4.2.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

4.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

4.2.5 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

4.2.6 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

4.2.7 With respect to business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of local taxes, not compounded, multiplied by a monthly late factor of 1.5%.

4.2.8 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, Customer will be assessed a \$25.00 fee per check returned.

4.3 Advance Payments

4.3.1 To safeguard its interests, the Company may require a business 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 the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

4.3.2 A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Deposits

4.4.1 The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.

4.4.2 A deposit will be required under the following conditions:

4.4.2.1 Applicant does not have verifiable credit with any Company affiliate anywhere within the region in the same of similar business; or

4.4.2.2 Applicant has had previous verifiable service with any Company affiliate anywhere within the region but has an outstanding and unpaid bill for service; or has not established satisfactory credit. Satisfactory credit for a service Customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

- 4.4.2.3 Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.
- 4.4.3 An initial deposit or an additional deposit will be required of an existing Customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.
- 4.4.4 The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.
- 4.4.5 Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:
  - 4.4.5.1 In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
  - 4.4.5.2 In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- 4.4.6 The amount of the deposit shall be the estimated charges for the service which will accrue for a 2-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

- 4.4.7 When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for service is a current non-residential Customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.
- 4.4.8 The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
- 4.4.9 The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- 4.4.10 The rate of interest to be paid on Customer deposits is equivalent to the rate paid on 2-year U.S. Treasury notes for the preceding 12 months ending December 31 of any year.
- 4.4.11 When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing Customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

4.5 Discontinuance of Service

- 4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days prior written notice to the Customer and by making reasonable efforts to contact Customer at least 24 hours in advance, discontinue or suspend service without incurring any liability.
- 4.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 4.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 4.5.6 Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

**4.6 Cancellation of Application for Service**

- 4.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 4.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).
- 4.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 4.6.4 The special charges described above will be calculated and applied on a case-by-case basis.

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**SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**

4.7 Changes in Service Requested

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

4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

4.9 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received in 45 days, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. The Commission's address is:

2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850  
1-800-342-3552

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**SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS****5.1 Resale and Sharing**

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in Section 5.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

**5.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

**5.3 Transfers and Assignments**

5.3.1 Except as otherwise provided in Section 11.7, neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

5.3.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 4.6, preceding: all costs, fees and expenses reasonably incurred in connection with:

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**SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS (CONT'D)**

- 5.3.2.1 All Nonrecurring charges as specified in the Company's tariffs, plus
- 5.3.2.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- 5.3.2.3 All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

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**SECTION 6 - NOTICES AND COMMUNICATIONS**

- 6.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 6.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 6.3 All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 6.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 7 - CUSTOMER EQUIPMENT AND CHANNELS****7.1 General**

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

**7.2 Station Equipment**

7.2.1 Terminal equipment on the End User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the End User. The End User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

7.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

7.2.3 Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

7.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

**7.3 Interconnection of Facilities**

7.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services

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**SECTION 7 – CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)**

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and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

7.3.2 Communications services may be connected to the services or facilities of other telecommunications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other telecommunications carriers which are applicable to such connections.

7.3.3 Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all End User provided wiring shall be installed and maintained in compliance with those regulations.

7.4 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

7.5 Inspections

7.5.1 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 End User is complying with all requirements referenced herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

7.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 8 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

8.1 General

- 8.1.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an End or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 8.1.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 8.1.3 For calculating credit allowances, every month is considered to have 30 days. 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.
- 8.1.4 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

8.2 Interruptions of Less Than 24 Hours

<u>8.2.1 Length of Service Interruption</u>	<u>Credit</u>
-Less than 1 hour	None
-1 hour up to but not including 8 hours	1/4 of day
-8 hours up to but not including 12 hours	1/2 of day
-12 hours up to but not including 16 hours	3/4 of day
-16 hours up to but not including 24 hours	one day

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**SECTION 8 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)**

8.3 Two or More Service Interruptions

Two or more service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

8.4 Interruptions Over 24 Hours

Interruptions over 24 hours will be credited 1/24 day for each 1-hour period or fraction thereof up to a maximum of 8 hours. Interruptions in excess of 8 hours will be credited as one day. No more than one full day's credit will be allowed for any period of 24 hours.

8.5 No credit allowance will be made for:

- 8.5.1 interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, End User, or other common carrier providing service connected to the service of the Company;
- 8.5.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 8.5.3 interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, End User, Joint User, or other common carrier providing service connected to the services or facilities of the Company;
- 8.5.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 8.5.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

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**SECTION 8 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)**

- 8.5.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 8.5.7 interruption of service due to circumstances or causes beyond the control of the Company; and
- 8.5.8 interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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**SECTION 9 – DESCRIPTION OF SERVICES**

9.1 General

Local Exchange Services consist of the services offered pursuant to this section, either individually or in combination.

9.2 Services Offered

The following local exchange services are offered in this tariff:

- Direct Inward Dial (DID) Service
- Direct Inward Dial and Direct Outward Dial (DID/DOD) Service

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**SECTION 9 – DESCRIPTION OF SERVICES (CONT'D)**

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**9.3 Direct Inward Dial (DID) Service**

- 9.3.1 DID service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment. Charges for DID capability and DID number blocks may apply in addition to charges specified for private lines and other charges that may apply in order to deliver incoming calls to the Customer's designated equipment, depending upon Customer location and subject to the availability of facilities.
- 9.3.2 So the Company may efficiently manage its numbering resources, the Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements; pursuant to Section 9.3.1 above, additional charges shall apply where the Company provides service to Customers requiring such additional facilities or equipment.
- 9.3.3 The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
- 9.3.4 For special situations, rates for DID Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Notices of such contracts, if required, will be submitted to the Commission pursuant to Commission Rules.

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**SECTION 9 – DESCRIPTION OF SERVICES (CONT'D)**

9.3.5	DID Service Rates	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
	Individual DID Numbers	N/A	\$0.50 per DID Number

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**SECTION 9 – DESCRIPTION OF SERVICES (CONT'D)****9.4 DID/DOD Service**

- 9.4.1 DID/DOD Service combines DID Service as described in Section 10.3 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Charges for individual DID/DOD number blocks apply in addition to charges specified for private lines and other charges may apply in order to deliver calls to the Customer's designated equipment, depending upon Customer location and subject to the availability of facilities. Other charges will apply for conversion to IP and IP transport/switching before delivery to customer as part of the Enhanced Service. ESP long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination. Connectivity to E911, operator services and directory assistance is supported.
- 9.4.2 So the Company may efficiently manage its numbering resources, the Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements; pursuant to Section 9.4.1 above, additional charges shall apply where the Company provides service to Customers requiring such additional facilities or equipment.
- 9.4.3 The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

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**SECTION 9 – DESCRIPTION OF SERVICES (CONT'D)**

9.4.4 For special situations, rates for DID/DOD Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Notices of such contracts, if required, will be submitted to the Commission pursuant to Commission Rules.

9.5 Pricing

DID/DOD Service Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Individual DID/DOD Numbers	N/A	\$1.50 per DID/DOD Number

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**SECTION 9 – DESCRIPTION OF SERVICES (CONT'D)**

9.6 Operator Services

9.6.1 Description

Operator Services involve live or automated operator assistance with the placement of Customers' calls and/or related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

9.6.2 Rates

In addition to any applicable usage charges, the following operator-assisted charges will apply:

	<u>Per Minute Charge</u>
Station-to-Station	\$2.50
Third Number Billing	\$3.75
Collect Calls	\$2.50

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**SECTION 9 – DESCRIPTION OF SERVICES (CONT'D)**

9.7 Directory Assistance

9.7.1 Description

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with other telecommunications companies. A maximum of two (2) telephone numbers per Customer may be requested per Call.

9.7.2 Rates

Directory Assistance charges will apply for all requests for which the Company's services are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	<u>Rate</u>
Per Number Requested	\$0.52

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**SECTION 9 – DESCRIPTION OF SERVICES (CONT'D)**

9.8 Directory Listings

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

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**SECTION 10 - MISCELLANEOUS SERVICES AND SURCHARGES**

10.1 Service Implementation

10.1.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

10.1.2 Rates

	<u>Non-Recurring</u>
Per Service Order	\$1.00

10.2 Restoration of Service

10.2.1 Description

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 suspended is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

10.2.2 Rates

	<u>Non-Recurring</u>
Per Occasion	\$1.00

10.3 Maintenance of Service

10.3.1 When a Customer reports trouble to the Company for clearance, and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a visit charge for the period of time from when Company personnel are dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

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**SECTION 10 - MISCELLANEOUS SERVICES AND SURCHARGES (CONT'D)**

10.3.2 The Customer shall be responsible for payment of a visit charge when the Company dispatches personnel to the Customer's premises, and the trouble is in the equipment of communications system provided by an entity other than the Company.

10.3.3 No credit allowance will be applicable for the interruption involved if the visit charge applies.

10.4 Rate

The applicable rate is \$65.00 per visit in addition to materials and/or labor charges.

10.5 Presubscription

Customers have a right to choose an intraLATA and an interLATA carrier. The Company allows Customers to presubscribe to the carrier of their choice for intraLATA and interLATA toll calls, without dialing an access code.

The following charge applies per line or per trunk for each local line or local trunk PIC or PIC change requested.

PIC charge	
- per line or trunk	\$5.00

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**SECTION 10 - MISCELLANEOUS SERVICES AND SURCHARGES (CONT'D)****10.6 Local Number Portability (LNP)**

Local Number Portability is a service that enables the End User or Customer to retain use of their existing telephone number after choosing a new local exchange carrier, provided that the End User's or Customer's location remains in the same rate center and is served by the same central office after the switch. Customer shall convey all LNP requests by End Users to Company and shall allow Company to process such requests.

**10.7 N11 Services**

N11 Services provides Customers with the ability to receive special services through the Company by dialing a three-digit number.

**10.7.1 911 and E911 Services**

Emergency Services (Enhanced 911) allow Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers.

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**SECTION 11 – SPECIAL ARRANGEMENTS**

11.1 Promotional Programs

The Company may establish temporary promotional programs to introduce present or potential customers to a service not previously received by Customers. During specific promotional periods, an offer may be made to reduce nonrecurring charges on a nondiscriminatory basis, up to the full amount, for optional products and services. Unless specifically approved elsewhere, this offer will not apply to single basic exchange access lines. The Company will provide, if required, written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, specifying the terms of the promotion, the location and dates of the promotion.

11.2 Special Assembly

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed services exists for the service. The unique service can be provided via a Special Assembly.

The Company will file notice of the Special Assembly agreement if required.

11.3 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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**SECTION 11 - SPECIAL ARRANGEMENTS (CONT'D)**

- 11.3.1 where facilities are not presently available, and there is no other requirement for the facilities to be so constructed;
- 11.3.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 11.3.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 11.3.4 in a quantity greater than that which the Company would normally construct;
- 11.3.5 on an expedited basis;
- 11.3.6 on a temporary basis until permanent facilities are available;
- 11.3.7 involving abnormal costs; or
- 11.3.8 in advance of its normal construction.

11.4 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

11.5 Basis for Cost Computation

The costs referred to in Section 13.4 preceding may include one or more of the following items to the extent they are applicable:

- 11.5.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
  - 11.5.1.1 equipment and materials provided or used,
  - 11.5.1.2 engineering, labor and supervision,
  - 11.5.1.3 transportation,

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**SECTION 11 - SPECIAL ARRANGEMENTS (CONT'D)**

- 11.5.1.4 rights of way, and
- 11.5.1.5 any other item chargeable to the capital account;
- 11.5.2 annual charges including the following:
  - 11.5.2.1 cost of maintenance;
  - 11.5.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - 11.5.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - 11.5.2.4 any other identifiable costs related to the facilities provided; and
  - 12.5.2.5 an amount for return and contingencies.

**11.6 Termination Liability**

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

- 11.6.1 The maximum termination liability is equal to the total cost of the special facility as determined herein, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- 11.6.2 The maximum termination liability shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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**SECTION 11 - SPECIAL ARRANGEMENTS (CONT'D)**

11.7 Term

11.7.1 Company offers Term Agreements wherein the Customer agrees to retain Company's services for a mutually agreed upon length of time. If a Customer terminates service prior to the end of the term agreement, a termination charge will apply. This termination charge is equal to all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer.

11.7.2 Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions for each contract offering are subject to the agreement of both the Customer and 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.

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**SECTION 12 – LOCAL SERVICE AREAS****12.1 Local Service Areas**

Local Services are provided (pursuant to Section 9.2) in the following geographic areas:

**12.2 Calling Areas**

Geographically-defined Local Calling Areas are associated with each Local Service provided under Section 9.2. Local Services shall have the following local calling areas:

<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
Apopka	Apopka, East Orange, Monteverde, Orlando, Reedy Creek, Windermere, Winter Garden, Winter Park
Baldwin	Baldwin, Jacksonville, Maxville
Belle Glade	Belle Glade, Pahokee
Belleview	Belleview, Citra, Dunnellon, Forest, McIntosh, Ocala, Ocklawaha, Orange Springs, Salt Springs, Silver Springs Shore
Boca Raton	Boca Raton, Coral Springs, Deerfield, Delray Beach, Pompano Beach
Bonita Springs	Bonita Springs, Fort Myers, Fort Myers Beach, Naples, North Naples
Boynton Beach	Boynton Beach, Delray Beach, West Palm Beach
Bradenton	Bradenton, Myakka, Palmetto, Sarasota
Brooksville	Brooksville, Weekiwachee Springs

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**SECTION 12 – LOCAL SERVICE AREAS (CONT'D)**

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<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
Callahan	Callahan, Hilliard, Jacksonville
Cape Coral	Cape Coral, Fort Myers, Fort Myers Beach, North Cape Coral, North Fort Myers, Pine Island, Sanibel Captiva Islands
Chiefland	Bronson, Chiefland, Trenton
Clearwater	Clearwater, St Petersburg, Tampa-West, Tarpon Springs
Cocoa	Cocoa, Cocoa Beach, Eau Gallie, Melbourne, Titusville
Coral Springs	Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Pompano Beach
Daytona Beach	Daytona Beach
Debary	Debary, Orange City, Sanford
Deerfield Beach	Boca Raton, Coral Springs, Deerfield Beach, Delray Beach, Fort Lauderdale, Pompano Beach
Delray Beach	Boca Raton, Boynton Beach, Deerfield Beach, Delray Beach
Destin	Baker, Crestview, Destin, De Funiak Springs, Freeport, Fort Walton Beach, Glendale, Ponce De Leon, Santa Rosa Beach, Seagrove Beach, Shalimar, Valparaiso
Dunnellon	Bellevue, Dunnellon, Forest, Ocala, Ocklawaha, Salt Springs, Silver Springs Shores, Yankeetown
East Orange	Apopka, East Orange, Montverde, Orlando, Oviedo, Reedy Creek, Windermere, Winter Garden, Winter Park

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**SECTION 12 – LOCAL SERVICE AREAS (CONT'D)**

<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
Fernandina Beach	Fernandina Beach, Yulee
Fort Myers	Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Lehigh Acres, North Cape Coral, North Fort Myers, Pine Island, Sanibel Captiva Islands
Fort Pierce	Fort Pierce, Port St Lucie
Fort Lauderdale	Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Pompano Beach
Fort Walton Beach	Baker, Crestview, Destin, Fort Walton Beach, Holley Navarre, Santa Rosa Beach, Seagrove Beach, Shalimar, Valparaiso
Gainesville	Alachua, Gainesville, High Springs, Lake Butler
Gulf Breeze	Cantonment, Clear Springs, Gulf Breeze, Holley Navarre, Pace, Pensacola
Haines City	Haines City, Lake Wales, Winter Haven
Hobe Sound	Hobe Sound, Jensen Beach, Jupiter, Port St Lucie, Stuart
Hollywood	Fort Lauderdale, Hollywood, North Dade
Homestead	Homestead, Miami, Perrine
Homosassa Springs	Beverly Hills, Crystal River, Homosassa Springs, Inverness
Inverness	Beverly Hills, Crystal River, Homosassa Springs, Inverness
Jacksonville Beach	Jacksonville Beach, Jacksonville, Ponte Vedra Beach, St Johns

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**SECTION 12 – LOCAL SERVICE AREAS (CONT'D)**

<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
Jacksonville	Baldwin, Callahan, Jacksonville Beach, Jacksonville, Julington, Maxville, Middleburg, Orange Park, Ponte Vedra Beach, St Johns, Yulee
Julington	Jacksonville, Julington, Orange Park, St Johns
Jupiter	Hobe Sound, Jupiter, West Palm Beach
Keys	Keys
Kissimmee	Haines City-Poinciana, Kenansville, Kissimmee, St Cloud, West Kissimmee
Lake City	Branford, Fort White, Lake City, Wellborn, White Springs
Lake Wales	Bartow, Frostproof, Haines City, Indian Lake, Lake Wales, Winter Haven
Lakeland	Bartow, Lakeland, Mulberry, Plant City, Polk City, Winter Haven
Leesburg	Astor, Clermont, Eustis, Groveland, Howey in the Hills, Lady Lake, Leesburg, Monteverde, Mount Dora, Tavares, Umatilla
Lehigh Acres	Fort Myers, Lehigh Acres
Melbourne	Cocoa, Cocoa Beach, Eau Gallie, Melbourne
Miami	Homestead, Miami, North Dade, Perrine
Naples	Bonita Springs, Marco Island, Naples, North Naples
North Cape Coral	Cape Coral, Fort Myers, Fort Myers Beach, North Cape Coral, North Fort Myers, Pine Island, Sanibel Captiva Islands

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**SECTION 12 – LOCAL SERVICE AREAS (CONT'D)**

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<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
North Naples	Bonita Springs, Marco Island, Naples, North Naples
North Fort Myers	Cape Coral, Fort Myers, Fort Myers Beach, North Cape Coral, North Fort Myers, Pine Island, Sanibel Captiva Islands
North Dade	Hollywood, Miami, North Dade, Perrine
North Port	Englewood, North Port, Port Charlotte, Venice
New Port Richey	Hudson, New Port Richey, Tarpon Springs
New Smyrna Beach	New Smyrna Beach, Oak Hill
Ocala	Bellview, Citra, Dunnellon, Forest, McIntosh, Ocala, Ocklawaha, Orange Springs, Salt Springs, Silver Springs Shore
Orange Park	Debary, Orange City, Green Cove Springs, Jacksonville, Julington, Maxville, Middleburg, Orange Park, St Johns
Orlando	Apopka, East Orange, Montverde, Orlando, Oviedo, Reedy Creek, Windermere, Winter Garden, Winter Park
Oviedo	East Orange, Geneva, Orlando, Oviedo, Sanford, Winter Park
Palm Coast	Bunnell, Flagler Beach, Palm Coast
Panama City	Lynn Haven, Panama City, Panama City Beach, Youngstown-Fountain
Pensacola	Cantonment, Century, Clear Springs, Gulf Breeze, Holley Navarre, Jay, Milton, Molino, Munson, Pace, Pensacola, Walnut Hill

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**SECTION 12 – LOCAL SERVICE AREAS (CONT'D)**

<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
Perrine	Homestead, Miami, North Dade, Perrine
Plant City	Lakeland, Plant City, Tampa-Central, Tampa-East, Tampa-North, Tampa-South, Tampa-West
Panama City Beach	Lynn Haven, Panama City, Panama City Beach
Ponte Vedra Beach	Jacksonville Beach, Jacksonville, Ponte Vedra Beach, St Johns
Pompano Beach	Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Pompano Beach
Port Charlotte	North Port, Port Charlotte, Punta Gorda
Port St Lucie	Fort Pierce, Hobe Sound, Jensen Beach, Port St Lucie, Stuart
Punta Gorda	Port Charlotte, Punta Gorda
Sanford	Debary, Geneva, Oviedo, Sanford, Winter Park
Sarasota	Bradenton, Myakka, Sarasota, Venice
Sebastian	Sebastian, Vero Beach
St Cloud	Kenansville, Kissimmee, St Cloud, West Kissimmee
St Augustine	Hastings, St Johns, St Augustine
St Petersburg	Clearwater, St Petersburg
Stuart	Hobe Sound, Jensen Beach, Port St Lucie, Stuart

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**SECTION 12 – LOCAL SERVICE AREAS (CONT'D)**

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<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
Tallahassee	Crawfordville, Greenville, Havana, Monticello, Panacea, Sopchoppy, St Marks, Tallahassee
Tampa-Central	Plant City, Tampa-Central, Tampa-East, Tampa-North, Tampa-South, Tampa-West
Tampa East	Plant City, Tampa-Central, Tampa-East, Tampa-North, Tampa-South, Tampa-West
Tampa North	Plant City, Tampa-Central, Tampa-East, Tampa-North, Tampa-South, Tampa-West, Zephyrhills
Tampa South	Plant City, Tampa-Central, Tampa-East, Tampa-North, Tampa-South, Tampa-West
Tarpon Springs	Clearwater, New Port Richey, Tarpon Springs
Titusville	Cocoa, Cocoa Beach, Titusville
Valparaiso	Baker, Crestview, Destin, De Funiak Springs, Freeport, Fort Walton Beach, Glendale, Ponce De Leon, Santa Rosa Beach, Seagrove Beach, Shalimar, Valparaiso
Venice	Englewood, North Port, Sarasota, Venice
Vernon	Chipley, Sunny Hills, Vernon
Vero Beach	Sebastian, Vero Beach
Weekiwachee Springs	Brooksville, Weekiwachee Springs
Wildwood	Bushnell, Wildwood
Winter Haven	Bartow, Haines City, Lake Wales, Lakeland, Polk City, Winter Haven

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**SECTION 12 – LOCAL SERVICE AREAS (CONT'D)**

<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
Winter Garden	Apopka, Clermont, East Orange, Montverde, Orlando, Reedy Creek, Windermere, Winter Garden, Winter Park
Winter Park	Apopka, East Orange, Geneva, Montverde, Orlando, Oviedo, Reedy Creek, Sanford, Windermere, Winter Garden, Winter Park
West Kissimmee	Hines City-Poinciana, Kenansville, Kissimmee, Reedy Creek, St Cloud, West Kissimmee
West Palm Beach	Boynton Beach, Jupiter, West Palm Beach
Yulee	Fernandina Beach, Jacksonville, Yulee
Zephyrhills	Dade City, San Antonio, Tampa-North, Trillacoochee, Zephyrhills

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