

P1544

ORIGINAL

~~040323-TI~~



4 Triad Center, Suite 200
Salt Lake City, UT 84180

May 11, 2004

040323-TI

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED FPSC
MAY 12 PM 2:40
COMMISSION CLERK

RE: Conversion to a Limited Liability Company

This transmittal is being submitted to notify the Florida Public Service Commission that Electric Lightwave has converted from a corporation to a limited liability company. Electric Lightwave, Inc. is now Electric Lightwave, LLC. Electric Lightwave is a Delaware corporation and a copy of the Delaware Certificate of Conversion is attached.

Also enclosed are the following documents:

1. A copy of the Florida Secretary of State Certificate, M03000002777, authorizing Electric Lightwave, LLC to transact business in the State of Florida.
2. A completed IXC Registration Form.
3. A check for the filing fee of \$250.00.
4. An original and four copies of Electric Lightwave, LLC's tariff.
5. A copy of the Florida Interexchange Company Regulatory Assessment Fee Return that was filed by Electric Lightwave, Inc. on January 15, 2004, for calendar year ending December 31, 2003.

Please acknowledge receipt of the above documents by returning a date-stamped copy of this letter in the self-addressed, stamped envelope provided for this purpose. If there are any questions regarding this transmittal please contact Barbara Graves at (801) 924-6360, or 4 Triad Center, Suite 200, Salt Lake City, Utah 84180.

CMP ^{only} ~~Tariff~~ Respectfully submitted,
 COM _____
 CTR _____ Aloa J. Stevens
 ECR _____ Director, State Government Affairs
 GCL _____ AJS:bg
 OPC _____ Enclosures
 MMS _____
 RCA _____
 SCR _____
 SEC _____
 ATT: ~~Almond~~

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

04 MAY 12 PM 1:22
DISTRIBUTION CENTER

DOCUMENT NUMBER-DATE
05518 MAY 12 3
FPSC-COMMISSION CLERK

ORIGINAL

040443-77

IXC REGISTRATION FORM

Company Name Electric Lightwave, LLC

Florida Secretary of State Registration No. M03000002777

Fictitious Name(s) as filed at Fla. Sec. of State _____

Company Mailing Name Electric Lightwave, LLC

Mailing Address P.O. Box 8905

Vancouver, WA 98668-8905

Web Address www.eli.net

E-mail Address astevens@czn.com

Physical Address 4400 NE 77th Avenue

Vancouver, WA 98662

Company Liaison Aloa Stevens

Title Director

Phone (801) 924-6356

Fax (801) 924-6363

E-mail address astevens@czn.com

Consumer Liaison Barbara Graves

Title Administrative Assistant

Address 4 Triad Center, Suite 200

Phone (801) 924-6360

Fax (801) 924-6363

E-mail address bgraves@czn.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

Aloa J. Stevens

Signature of Company Representative

Printed/Typed Name of Representative

Date

Effective: 07/15/2003

DOCUMENT NUMBER-DATE

05518 MAY 12 3

FPSC-COMMISSION CLERK

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "ELECTRIC LIGHTWAVE, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ELECTRIC LIGHTWAVE, INC." TO "ELECTRIC LIGHTWAVE, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF NOVEMBER, A.D. 2002, AT 9 O'CLOCK A.M.



2236297 8100V

030065871

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2243547

DATE: 02-05-03

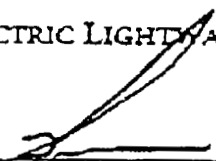
STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE DELAWARE GENERAL CORPORATION
AND SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

OF


ELECTRIC LIGHTWAVE, INC.

1. The name of the corporation immediately prior to filing this Certificate is:
ELECTRIC LIGHTWAVE, INC.
2. The date the Certificate of Incorporation was filed on is July 18, 1990.
3. The original name of the corporation as set forth in the Certificate of Incorporation is ELECTRIC LIGHTWAVE, INC.
4. The name of the limited liability company as set forth in the formation is
ELECTRIC LIGHTWAVE, LLC.
5. The conversion has been approved in accordance with the provisions of Section 266.

ELECTRIC LIGHTWAVE, INC.


L. Russell Mitten, Secretary

ELECTRIC LIGHTWAVE, LLC


L. Russell Mitten, Organizer

State of Florida



Department of State

I certify from the records of this office that ELECTRIC LIGHTWAVE, LLC on August 19, 2003, is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on August 19, 2003.

The document number of this limited liability company is M03000002777.

I further certify that said limited liability company has paid all fees due this office through December 31, 2003, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twentieth day of August, 2003



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

TO AVOID PENALTY AND INTEREST CHARGES, THE REGULATORY ASSESSMENT FEE RETURN MUST BE FILED ON OR BEFORE 01/30/2004

Interexchange Company Regulatory Assessment Fee Return

ST/ S:

Actual Return
Estimated Return
Amended Return

Florida Public Service Commission

(See Filing Instructions on Back of Form)

T1544-03-0-R
Electric Lightwave, Inc.
State Government Affairs
4 Triad Center, Suite 200
Salt Lake City, UT 84180-1413

FOR PSC USE ONLY
Check #
\$ 0603001
003001
\$ P 603002
004011
Postmark Date
Initials of Preparer

PERIOD COVERED:
01/01/2003-12/31/2003

Please Complete Below if Official Mailing Address Has Changed

(Name of Company) (Address) (City/State) (Zip)

Table with columns: LINE NO., ACCOUNT CLASSIFICATION, FLORIDA GROSS OPERATING REVENUE, INTRASTATE REVENUE. Rows include Long Distance Service, Access Services, Private Line Services, Leased Facilities & Circuits Services, Miscellaneous Services, TOTAL Telephone Services, LESS: Amounts Paid to Other Telecommunications Companies, TOTAL REVENUES for Regulatory Assessment Fee Calculation, Regulatory Assessment Fee Due, Penalty for Late Payment, Interest for Late Payment, TOTAL AMOUNT DUE.

* These amounts must be intrastate only and must be verifiable.

AS PROVIDED IN SECTION 364.336, FLORIDA STATUTES, THE MINIMUM ANNUAL FEE IS \$50

CURRENT COMPANY STATUS

() Facilities-Based Carrier () Call Aggregator
() Alternate-Operator Service (x) Reseller () Other:
() Rebiller

BILLING INFORMATION

Complete below if billing agent if other than yourself

(Name) (Address: City/State/Zip) (Telephone)
What is the total amount of customer deposits collected? Amount \$ for 20
What is the total amount of bond held (if applicable)? Amount \$ Expires \$

COMPANY INFORMATION

Do you lease telecommunications facilities? () YES (x) No
If YES, who do you lease these facilities from? Name:

Address:

I, the undersigned owner/officer of the above-named company, have read the forgoing and declare that to best of my knowledge and belief the above information is a true and correct statement. I am aware that the pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performances of his or her duty shall be guilty of a misdemeanor of the second degree.

Signature of Company Officer: Gregg C. Sayre, Assistant Secretary (Title) January 15, 2004 (Date)

Christopher S. Ballone

Telephone Number (585) 777-4610 Fax Number (585) 262 - 5625

Preparer of Form - Please Print Name)

F.E.I. No. 93-1035711

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES
WITHIN
THE STATE OF FLORIDA

Issued: May 11, 2004

Effective:

Aloa J. Stevens
Director, State Government Affairs
4400 NE 77th Avenue
Vancouver, WA 98662

CHECK SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revisions</u>	<u>Sheet</u>	<u>Revisions</u>
1	Original	22	Original
2	Original	23	Original
3	Original	24	Original
4	Original	25	Original
5	Original	26	Original
6	Original	27	Original
7	Original	28	Original
8	Original	29	Original
9	Original	30	Original
10	Original	31	Original
11	Original	32	Original
12	Original	33	Original
13	Original	34	Original
14	Original	34.1	Original
15	Original	34.2	Original
16	Original	34.3	Original
17	Original	35	Original
18	Original	36	Original
19	Original	37	Original
20	Original	38	Original
21	Original		

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Vancouver, WA 98662

PRELIMINARY STATEMENT

This tariff contains all effective rates, terms and conditions relating to intrastate communications services offered to customers in the State of Florida by Electric Lightwave, LLC

EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

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

- C To signify changed condition or regulation
- D To signify discontinued rate, regulation or condition
- I To signify increase
- M To signify that material has been transferred from another sheet or place in the tariff
- N To signify new rate, regulation, condition or sheet
- R To signify reduction
- T To signify a change in text for clarification

TARIFF FORMAT SHEET

A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on the file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the FPSC is not always the tariff 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
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1.
- 2.1.1.A.1. (a).
- 2.1.1.A.1.(a).1.
- 2.1.1.A.1.(a).1.(i).
- 2.1.1.A.1.(a).1.(i).(1).

D. Check Sheets – When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will not be other symbols used on this page as these are the only changes made to it (i.e., the format, etc. remains the same, just revised levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

1.0 DEFINITIONS

The following definitions are used throughout this tariff.

Central Office: Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Company or Electric Lightwave, LLC: The issuer of this tariff.

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

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

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

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.

Line Restrictions: Allows a line to be restricted from access to various long distance locations.

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

Issued: May 11, 2004

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4400 NE 77th Avenue
Vancouver, WA 98662

1.0 DEFINITIONS

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, 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 Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User or End User: A Customer or any other person authorize by a Customer to use service provided under this tariff.

2.0 REGULATIONS

2.1 Application of Regulations, Terms and Conditions

The following regulations, terms and conditions apply to the intrastate common carrier long distance telecommunications services provided by Electric Lightwave, LLC, hereinafter referred to as the Company.

2.2 Undertaking of the Company

The services of the Company pursuant to this tariff consist of the furnishing of common carrier long distance communications services between and among points within the State of Florida.

2.2.1 General

Intrastate Long Distance Services are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.2.2 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

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2.0 REGULATIONS

2.3 Use of Service

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. The customer may advise such additional users that a portion of the service is provided by the Company, however, the Customer shall not represent that the Company jointly participates with the Customer in the provision of the Customer's service. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs, or price lists, of such other communications carriers.

2.3.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.3.2 Abuse

The abuse of Long Distance Services is prohibited. The following activities constitute abuse:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.0 REGULATIONS

2.3.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed or price listed charges for the service including by:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.3.4 Fraudulent Use of Authorized Codes

In order to control fraud, the Company may disable or refuse to accept, Authorization Codes which it reasonably suspects or determines to be invalid or experiencing abuse. The Company will notify the Customer when Authorization Codes are disabled.

- (a) Invalidation of verified authorization codes: If the Customer notifies the Company that a Customer-administered verified authorization code is no longer valid, the Customer shall be liable for any calls placed using the verified authorization code, until the Company receives confirmation from its underlying carrier(s) that the verified authorization code has been effectively disabled. Customer notification to the Company may be delivered in writing or given orally when followed by facsimile or electronic mail. Company will notify its underlying carrier(s) or undertake other appropriate security measures within the shortest duration of time after the Customer's written, facsimile, or electronic mail notice is received by the Company.

2.0 REGULATIONS

2.4 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided on a resale basis, using long distance services and transmission facilities the Company obtains from other carriers.

2.5 Non-routine Installation and Special Construction

2.5.1 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

2.5.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the finishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;

2.0 REGULATIONS

Issued: May 11, 2004

Effective:

Aloa J. Stevens
Director, State Government Affairs
4400 NE 77th Avenue
Vancouver, WA 98662

2.5.2 Special Construction (continued)

- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of Electric Lightwave consistent with budgetary responsibilities and consideration for the impact on Electric Lightwave's other customers and contractual responsibilities.

2.6 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.7 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.0 REGULATIONS

2.8 Rights-of-Way

Provision of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain, rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.9 Term of Service

The minimum term of service under this tariff is one month. For purposes of this tariff, a month is considered to have 30 days.

2.10 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages including without limitation damages for lost profits regardless of the form of action whether in contract, indemnity warranty, strict liability or tort, including without limitation negligence of any kind whether active or passive to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.0 REGULATIONS

2.10 Liability of the Company (continued)

The Company shall not be liable for any delay or failure of performance 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 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, lockout, work stoppages, or other labor difficulties.

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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.

Nothing in this tariff shall limit the Company's liability:

- (a) in tort for its willful or intentional misconduct, or
- (b) for bodily injury or death caused by the Company's negligence.

2.0 REGULATIONS

2.10 Liability of the Company (continued)

The Company is not liable for damages to premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence or willful misconduct. Except that upon termination or expiration of service, and upon request by the termination or expiration of service, and upon request by the Customer, the Company will remove, at its own expense, any property which the Company has installed in provisioning service on the Customer's premises within a reasonable time. The Company will use reasonable care in removing such property and will return the Customer's premises to their original condition, wear and tear excepted.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.

With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

- (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
- (b) the sum of \$1,000.00.

2.0 REGULATIONS

2.10 Liability of the Company (continued)

In the event parties other than Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.11 Indemnification

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

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; and
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

2.0 REGULATIONS

2.12 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.12.1 Credit for Service Interruptions

A credit allowance will be made when an interruption of a continuous duration of two (2) or more hours occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. It shall be the obligation of the Customer, prior to reporting an interruption, to ascertain that the trouble is not being caused by any action or omission of the Customer or by any defect of failure in wiring or equipment, if any, furnished by the Customer. An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly rates, or (b) a reasonable estimate of the minutes of use charge otherwise applicable for the service or a portion thereof interrupted in any one monthly billing period.

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2.0 REGULATIONS

2.13 Obligations of the Customer

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of any facilities or equipment of the Company or the Company's underlying carrier caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for any Company facilities and equipment installed on the Customer's premises, or for any facilities and equipment of the Company's underlying carrier which may be installed on the Customer's premises.
- (b) If required by the Company, the Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of the facilities of the Company or the Company's underlying carrier from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the facilities and equipment of the Company or the Company's underlying carrier in the Customer's premises or within the rights-of-way for which the customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

2.0 REGULATIONS

2.13 Obligations of the Customer (continued)

- (d) The Customer shall grant or obtain permission for the employees or agents of the Company or the Company's underlying carrier to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company or the Company's underlying carrier and/or inspecting the Customer-provided equipment which is connected to the facilities of the Company or the Company's underlying carrier.
- (e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the equipment and facilities of the Company or the Company's underlying carrier, and for ensuring compatibility with the equipment and facilities of the Company or the Company's underlying carrier. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer-provided equipment that is or is proposed to be attached to the facilities of the Company or the Company's underlying carrier. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- (f) The Customer warrants that the services taken pursuant to this tariff are intrastate in nature.
- (g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

2.0 REGULATIONS

2.14 Payments

Obligations of the Customer with regard to payments shall include:

- (a) Payment for service is due upon presentation of the bill. Service may be denied for nonpayment of a bill. The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.
- (b) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges not paid by the Customer within 30 days, or paid in funds not immediately available to the Company shall be subject to interest at up to the maximum lawful rate.
- (c) The Customer agrees that the Company may conduct a credit verification at any time, and will supply such financial information as may be reasonably requested by the Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that the Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.
- (d) If required by the Company, and permitted under state law and regulation, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, which may be in addition to a deposit, if the Company considers this action necessary to safeguard its interests.

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REGULATIONS2.14 Payments (continued)

- (e) If required by the Company, and permitted by state law and regulation, the Customer shall make a deposit before a service is furnished or continued, to be held as a guarantee for the payment of charges. The Company may require such a deposit, which may be in addition to an advance payment, if the Company considers this action necessary to safeguard its interests. A deposit shall not relieve the Customer of the responsibility for prompt payment of bills on presentation. No interest shall be paid on the deposit unless otherwise agreed by the Company or required by law. At any time, at its option, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit will be applied to the Customer's account and any credit balance remaining will be refunded.
- (f) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.15 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

2.16 Discontinuance of Service

If the Customer fails to pay timely any amount owing to the Company and such failure continues for ten days after written notice to the Customer, the Company may discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided by law

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2.0 REGULATIONS

2.17 Changes in Equipment and Services

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company or the Company's underlying carrier to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

2.18 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. Any attempt by the Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company shall be null and void.

2.0 REGULATIONS

2.19 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the 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, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

2.20 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.21 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. These promotions will be approved by the FPSC with specific starting and ending dates.

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3.0 DESCRIPTION OF SERVICE

3.1 General Service Description

Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific customer requirements. Service can be designed by the Company based on customer-specific information, e.g., calling patterns and traffic volumes, jointly developed by Company and the Customer. Consistent with the customer-specific information and objectives, the Company retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit the Customer's needs as may be specified in each service option. Long Distance Services will support customer-specific seven and ten digit dialing plans.

3.2 Description of Rates and Charges

3.2.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a customer-specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

- (a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.
- (b) Recurring Charges: Recurring Charges are usage-sensitive and are billed in arrears.

3.0 DESCRIPTION OF SERVICE

3.3 Timing of Calls

3.3.1 When Billing Charges Begin And Terminate For Phone Calls

The Customer's long distance charge is based on a per mile of use basis. Usage begins when the called party picks up the receiver, (i.e. When 2 Way communication is possible, often referred to as "conversation time"). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up.

3.3.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is six (6) seconds for a connected call. Calls are billed in six (6) second increments.

3.3.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.3.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.4 Billing of Calls

All charges due by the subscriber are payable to the Company. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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3.0 DESCRIPTION OF SERVICE

3.5 Payment of Calls

3.5.1 Late Payment Charge

Interest charges of 1.5% per month may be assessed on all unpaid balances more than thirty (30) days old.

3.5.2 Return check Charge

A return check charge of \$20 or 5% of the amount of the check, whichever is greater will be assessed for checks returned for insufficient funds.

3.5.3 Minimum Charge

Should a Minimum Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

3.5.4 Installation Charge

Should a nonrecurring Installation Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

3.5.5 Changes to Service

As specified for each service option, service components may be added to or deleted from a service. A nonrecurring Installation Charge will apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

3.5.6 Termination Charge

The Customer will be billed a Termination Charge if service is discontinued by the Customer under the provisions of the regulations specified in this tariff.

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3.0 DESCRIPTION OF SERVICE**3.6** Calculation of Distance**3.6.1** Mileage Measurement

When applicable to a specific service, usage charges for all mileage sensitive products are based on the airline distance between 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 that are produced by Bell Communications Research in the NPA-NXX V H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.7 Rate Determination

The rate for a long distance call which is charged on a per call basis may be determined by:

- (a) The locations of the originating (calling) station and the terminating (called) station;
- (b) The time of day and the day of the week; and
- (c) The class of service applicable to the call.

The specific factors which apply to a given call and their application are listed in the rate section applicable to that type of call.

3.0 DESCRIPTION OF SERVICE

3.7.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate, or international.

3.8 Minimum Call Completion Rate

The Company procures facilities in a manner designed to ensure that less than ten percent (10%) of all calls are blocked during the busy hour of the average business day.

3.9 Rate Changes

The Company expressly reserves the right to initiate tariff revisions seeking to change the applicable rates under which the Customer has obtained service during any specified service period greater than any minimum service period provided under this tariff, unless otherwise agreed upon between the Company and the Customer.

3.10 Changes to Terms and Conditions

During any specified service period other than any minimum service period specified in this tariff, the Company expressly reserves the right to initiate changes in the terms and conditions under which service is provided, unless otherwise agreed upon between the Company and the Customer and filed in this tariff. If the Company initiates such tariff revisions without the Customer's agreement, the Customer may discontinue service without liability. If elected, this provision must be exercised by the Customer in writing within 30 days following the date of the Company's tariff filing. Any changes in the terms and conditions under which service is provided will be filed in this tariff.

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3.0 DESCRIPTION OF SERVICE**3.11** Taxes and Surcharges**3.11.1** Special Access Surcharges

The Customer agrees to pay to the Company the amount of any monthly Special Access Surcharge which a Local Exchange Carrier may collect from or which the Company's underlying carrier(s) may impose on the Company on account of any services or facilities used to provide service

3.11.2 Gross Receipts Tax

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on intrastate receipts are imposed by certain taxing jurisdictions upon the Company, its underlying carrier(s) or upon Local Exchange Companies and passed on to the Company through or with intrastate access charges, the amounts of such taxes or fees will be billed to customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the communications services provided to and billed to a Customer's service location in equal to the amount of the tax or fee imposed upon or passed on to the Company.

3.11.3 Other Taxes

The customer will be billed for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax are listed as separate line items and are not included in the quoted rates.

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3.0 DESCRIPTION OF SERVICE**3.12** Service Offerings**3.12.1** Advantage Switched Long Distance Service

Advantage Switched Long Distance Service is a flat rate direct dialed interchange service which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

3.12.2 Advantage Switched Inbound Toll Free Service

Advantage Switched Inbound Toll Free Service provides inbound '800' calls to terminating points throughout the United States which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll Free calls are billed to Electric Lightwave's customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.12.3 Advantage Dedicated Long Distance Service

Advantage Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.12.4 Advantage Dedicated Inbound Toll Free Service

Advantage Dedicated Inbound Toll Free Service provides inbound Toll Free calls to terminating points throughout Florida utilizing dedicated access facilities on the terminating end of each call. Charges for the Toll Free calls are billed to the Company's customers rather than the originating caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.0 DESCRIPTION OF SERVICE

3.12.5 Electric Lightwave Travel Card Service

Electric Lightwave Travel Card Service is a calling card service that allows customers to call to and from anywhere in the United States. The caller dials an 800 number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in six (6) second increments with an initial call duration of eighteen (18) seconds. All charges are billed in arrears.

3.12.6 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting customer. Nonpublished telephone number information is not provided with Directory Assistance.

3.13 Optional Features

3.13.1 Verified Account Codes

Authorization codes used by the customer to restrict and/or monitor long distance usage. Upon the customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

3.13.2 800/888 Call Blocking by Area Code

At the Customer's request, an 800/888 number can be blocked from access by area code parameters. Standard setup of 800/888 numbers is to allow calling access from all 50 states.

3.13.3 800/888 Time of Day/Day of Week Routing

At the Customer's request, an 800/888 number can be routed differently based on time of day, or day of week parameters. This feature allows for an 800/888 number to be routed to multiple locations based on the pre-set pattern.

3.0 DESCRIPTION OF SERVICE

3.13.4 800/888 Real Time ANI

This feature allows the customer to receive real time ANI information with each 800/888 call received. ANI provides Automatic Number Identification by delivering the outpulsed digits of the originating number.

3.13.5 800/888 DNIS Sending

This feature allows the customer to receive DNIS digits of each 800/888 call received. The Customer can then depend on receiving dialed number identification, or dummy number, of the 800/888 number.

3.13.6 DTO Dedicated

With DTO Dedicated Service (direct termination overflow), the Customer can choose to have their dedicated inbound Toll Free service overflow automatically to another dedicated facility between the Customer and Company.

3.13.7 DTO Switched

With DTO Switched Service, the Customer can choose to have their dedicated inbound Toll Free service overflow automatically to a switched line of their choosing.

3.0 LONG DISTANCE SERVICES

3.13.8 Electric Lightwave Prepaid Phone Card Service

Prepaid Phone Card Service is a product that is neither time of day nor distance sensitive while calling within the United States, that provides prepaid calling card service. This services permits use of a prepaid card for placing long distance calls. Users may purchase Electric Lightwave prepaid Calling cards at a variety of retail outlets or through other distribution channels. Prepaid Calling Cards are billed in one minute increments.

- (a) Electric Lightwave Phone Cards are available at a face value ranging from 5 minutes to 500 minutes. A call is placed by dialing an 800 number to obtain access to Electric Lightwave's network. The caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number.
- (b) Electric Lightwave's Processor tracks the call duration and destination for rating purposes on a real time basis. The total price of each call, including applicable taxes, is deducted from the prepaid amount on the caller's card. Should the balance on the card approach zero, the caller is so advised, and, if desired, the caller may enter a valid account number on a separate Electric Lightwave card or may enter a valid commercial credit card number to continue the call. Callers may also add value to an Electric Lightwave card by arranging to charge a credit card on a regular basis.
- (c) Special features are available for use with the Electric Lightwave Prepaid Calling Card. These features include speed-calling capability for two digit dialing of up to ten numbers. In addition, multiple calls can be made without redialing an access number or account number.
- (d) Electric Lightwave offers universal origination from anywhere within the state, and termination both domestically and internationally. Availability of termination may be limited by service availability for international direct dialing.
- (e) Electric Lightwave will enter into agreements with retailers or other distributors of Electric Lightwave Prepaid Phone Cards to discount the price of cards purchased by a particular retailer or other distributor in order to induce the distributor to offer the cards to end users. These distribution arrangements will not affect the rates charged to end users of the cards.
- (f) All prepaid calling cards expire twelve (12) months after the date of first use.

3.0 LONG DISTANCE SERVICES**3.13.8 Electric Lightwave Prepaid Phone Card Service (continued)**

- (g) Cards are available at over-the-counter and dispenser locations. Usage rates are dependent on commission paid to vendors; all rate and company contact information is prominently displayed at the dispenser location; such information is also available from the company via 800 number provided on the reverse of the card. All rates apply to intrastate calls. Usage is per minute; there are no surcharges. Cards are available in \$5, \$10, \$20, \$30, \$50, and \$100 values, except as otherwise noted. An 800 number for customer service is indicated on the reverse of the card.
- (h) The calling process is detailed on the reverse of the calling card. Customers access the debit calling platform by dialing an 800 access number, entering the card identification number (provided on the front of the card) and entering the customer personal identification number (customers activate the card by calling free of charge to an 800 number on the reverse of the card, and, via voice-prompt automated order entry which directs the customer in choosing a PIN), and the terminating phone number. The platform monitors usage and advises the user of remaining time at the final one minute and at the final 30 second increments. The platform also advises the customer immediately prior to exhaustion of the allotted time for the card. Customer may recharge the card, as appropriate.
- (i) Calls processed by Electric Lightwave are rated and charged in increments of one "unit." One unit equals one minute of usage. Calls are generally rated using the rate plan designated and chosen for the particular card being utilized to place a call.
- (j) Chargeable time begins when the called party answers and a connection has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Calls are measured and billed in one minute increments; fractional minutes of use are rounded up to the next full minute. Calls beginning in one rate period and ending in another will be billed at the rate applicable at the beginning of the call. Consumers using Electric Lightwave Prepaid Calling Cards will not be charged for unanswered or uncompleted calls.

3.0 LONG DISTANCE SERVICES

3.13.9 Charitable Prepaid Card Service

Charitable Card Service is designed primarily as a prepaid card used in conjunction with governmentally registered charitable organizations for the purpose of fund raising. Each card user is charged an additional designated amount that is dedicated to the charitable organization sponsoring the card.

3.13.10 Collectible Prepaid Card Service

Collectible Card Service is designed primarily as a prepaid card marketed for its collectible value rather than its MTS value. Each card has a value of 10-20% that is designated as a collectible value, and is used to pay royalties, copyrights and other promotion fees in conjunction with license, endorsements and images that may be associated with the card.

3.0 DESCRIPTION OF SERVICE**3.14 Rates and Charges**

Applicable per minute rates for each service are specified below, and may be determined by both the term of the service commitment and the level of the monthly minimum billing agreed to by the Customer.

3.14.1 Advantage Switched Long Distance Service RatesPer Minute Rate

\$0.06

3.14.2 Advantage Switched Inbound Toll Free Service RatesPer Minute Rate

\$0.07

3.14.3 Advantage Dedicated Long Distance Service RatesPer Minute Rate

\$0.05

3.14.4 Advantage Dedicated Inbound Toll Free Service RatesPer Minute Rate

\$0.05

3.14.5 Advantage Travel Card Service Rates

<u>Per Minute Rate</u>	<u>Term</u>	<u>Monthly Minimum</u>
\$0.24	Month	None
\$0.22	Month	\$1,250
\$0.20	Month	\$2,500

3.14.6 Directory Assistance Service RatesPer call Rate

\$0.95

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3.0 DESCRIPTION OF SERVICE**3.14.7 Verified Account Codes**

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
1-499 Account Codes	\$15	\$30
500 + Account Codes	ICB	ICB

3.14.8 800/888 Call Blocking by Area Code

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per Trunk Group	No Charge	\$10.00 per change

3.14.9 800/888 Time of Day/Day of Week Routing

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per 800/888 Number	\$35.00	\$75.00 per change

3.14.10 800/888 Real Time ANI

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per Trunk Group	\$100.00	\$200.00

3.14.11 800/888 DNIS Sending

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per Trunk Group	\$35.00	\$75.00

3.14.12 DTO Dedicated

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per DTO	No Charge	\$50.00

3.14.13 DTO Switched

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
Per DTO	Switched Access Rates	\$50.00

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Effective

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Director, State Government Affairs
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3.0 DESCRIPTION OF SERVICE

3.15 Special Rates For The Handicapped

3.15.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

3.15.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

3.15.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

SERVICES3.16 Rates & Charges for Electric Lightwave Prepaid Services3.16.1 Prepaid Card ServiceRate per minute:

Rate Plan 1	\$0.20
Rate Plan 2	\$0.25
Rate Plan 3	\$0.29
Rate Plan 4	\$0.33
Rate Plan 5	\$0.35
Rate Plan 6	\$0.40
Rate Plan 7	\$0.45
Rate Plan 8	\$0.50

3.16.2 Charitable Prepaid Card ServiceRate per minute:

Rate Plan 1	\$0.20
Rate Plan 2	\$0.25
Rate Plan 3	\$0.29
Rate Plan 4	\$0.33
Rate Plan 5	\$0.35
Rate Plan 6	\$0.40
Rate Plan 7	\$0.45
Rate Plan 8	\$0.50

3.16.3 Collectible Prepaid Card ServiceRate per minute:

Rate Plan 1	\$0.20
Rate Plan 2	\$0.25
Rate Plan 3	\$0.29
Rate Plan 4	\$0.33
Rate Plan 5	\$0.35
Rate Plan 6	\$0.40
Rate Plan 7	\$0.45
Rate Plan 8	\$0.50

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