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July 29, 2005

BY HAND DELIVERY

Blanca Bayo, Director Division of the Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Cox Florida Telcom's IXC Registration

Dear Ms. Bayo:

Enclosed for filing are the original and six copies of the IXC Registration Form and tariff for Cox Florida Telcom, L.P. Please note that the copy marked "original" is in fact a true original, which I understand is required by the Commission. I will appreciate your confirming receipt of this filing by dateand receipt-stamping the two enclosed copies of both the IXC Registration Form and tariff and returning same to my attention.

As always, my thanks to you and to your professional Staff for your kind and courteous assistance. If you have any questions, please give me a call at (850) 681-0311.

Cordially yours,

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

07303 JUL 29 g

FPSC-COMMISSION CLES

IXC REGISTRATION FORM

ORIGINAL

Cox Florida Telcom, L.P.

Company Name		
Florida Secretary of State F	Registration No.	B97000000281
Fictitious Name(s) as filed at Fla. Sec. of State		Cox Florida Telcom, L.P.
Company Mailing Name	Cox Florida Telcom, L.P.	
Mailing Address	1400 Lake Hearn Drive, Atlanta, GA 30319	
Web Address	www.cox.com	
E-mail Address rachelle.whitacre@c		cox.com
Physical Address 1400 Lake Hearn Driv		Drive, Atlanta, GA 30319
	Rachelle Whitacre	
Company Liaison		
Title	Manager, Regulatory Affairs	
Phone	757.368.4482	
Fax	757.222.8760	
E-mail address	rachelle.whitacre@cox.com	
Tammie Cornitio		
Consumer Liaison to PSC		
Title	Assistant, Regulato	ory Affairs
Address	225 Clearfield Ave	, Virginia Beach, VA 23462
Phone	757.222.8816	
Fax	757.222.8760	
E-mail address	tammie.cornitius@cox.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.

Signature of Company Representative

Printed/Typed Name of Representative

2/16/200**5**

DOCUMENT NUMBER - DATE

TITLE SHEET

ELORIDA TELECOMMUNICATIONS PRICE LIST

This price list sets forth the descriptions, regulations and rates applicable to the furnishing of services and facilities for alternative local exchange telecommunications services provided by Cox Florida Telcom, L.P., d/b/a Cox Communications, Inc., with principle offices at 1400 Lake Hearn Drive, Atlanta, GA 30319. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

CHECK SHEET

All pages of this price list are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original price list in effect on the date indicated.

PAGE	REVISION	PAGE	REVISION
1	Original	26	Original
1 2 3 4	Original	27	Original
3	Original	28	Original
	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
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14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original
24	Original	49	Original
25	Original	50	Original

^(*) Denotes new or revised page.

CHECK SHEET

All pages of this price list are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original price list in effect on the date indicated.

PAGE	REVISION	PAGE	REVISION
51	Original	76	Original
52	Original	77	Original
53	Original	78	Original
54	Original	79	Original
55	Original	80	Original
56	Original	81	Original
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66	Original	91	Original
67	Original	92	Original
68	Original	93	Original
69	Original	94	Original
70	Original	95	Original
71	Original	96	Original
72	Original	97	Original
73	Original	98	Original
74	Original	99	Original
75	Original		

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^(*) Denotes new or revised page.

CHECK SHEET

All pages of this price list are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original price list in effect on the date indicated.

PAGE REVISION PAGE REVISION

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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EXPLANATION SYMBOLS

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

- (D) To signify Delete or Discontinued rate or regulation
- (I) To signify change resulting in an Increase in rate
- (M) To signify a Moved Text from another price list Location
- (N) To signify a New Rate or Regulation
- (R) To signify a change resulting in a Reduction in rate
- (T) To signify Change in Text or Regulation but no change in rate or charge

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list are defined below.

Access Line: An arrangement which connects the Customer's telephone to a Cox designated switching center or point of presence.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Cable Service: This service is defined, at a minimum, as the basic service tier (BST). BST includes the local broadcast stations and any public, educational, and government programming required by the franchise agreement.

Calling Card: A billing convenience whereby the End User may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

Company: Cox Florida Telcom, L.P., which is the issuer of this price list.

Commission: Florida Public Service Commission.

Company: Cox Florida Telcom, L.P.

Cox: Cox Florida Telcom, L.P., which is the issuer of this price list.

Cox-Affiliated Company: shall mean a wholly owned subsidiary of Cox Florida Telcom, LP.'s parent company, Cox Communications, Inc., which provides cable and high speed internet access in the State of Florida.

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

End User: A Customer or any other person authorized by the Customer to use service provided under this price list.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

SECTION 1 - Definitions, cont'd.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Hunting: Routes a call to an idle station line.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Calling Area: The local calling areas for all Customers served by the Company shall include the exchange areas as defined in Section 3.1.1.

Local Exchange Carrier ("LEC"): A company which furnishes exchange telephone service.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial-tone).

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

SECTION 1 - Definitions, cont'd.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Operator-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises: The physical space designated by the Customer for the termination of the Company's service.

Presubscription: A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1+.

Residential Customer: A Customer receiving Residential Service as defined herein.

Residential Service: Service to the following locations:

- Individual lines which terminate at a private residence location that is not advertised or used as a place of business, and where a business listing is not employed in the Company's telephone directory.
- Subscribers residing in private apartments, rooming houses or boarding houses, clubs or hospitals who request their own individual residential service and where business listing is not employed in the Company's telephone directory.
- Detached structures when strictly used as a part of the residence on the same premises and is not used as a place of business.
- Subscribers residing in college sorority or fraternity houses or University Dormitory Rooms who order their own individual residence service for their answering bureau.

SECTION 1 - Definitions, cont'd.

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

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Station: Telephone equipment from or to which calls are placed.

SECTION 1 - Definitions, cont'd.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

United States: The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Marianas Islands (CNMI).

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Issued: July 29, 2005

Effective: August 3, 2005
Issued by: Ida Bourne
nager, Tariff Development

Manager, Tariff Development 1400 Lake Hearn Drive, N.E. Atlanta, GA 30319

SECTION 2 - Regulations

2.1 Undertaking of the Company

2.1.1 Scope

- 1. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Florida under the terms of this price list.
- 2. Customers may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- The Company reserves the right to limit or allocate the use of existing facilities that
 it deems necessary to manage the lack of facilities or to manage a facility shortage
 due to some other cause beyond the Company's control. The Company will not
 provide additional service or connect new service to any Customer that would
 contribute to a shortage condition until the problem has been identified and
 rectified. The Company will incur no liability for call interruptions resulting from the
 Company's efforts to avoid degradation.
- 2. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the availability and capacity of the Company's fiber optic cable and other facilities as well as facilities the Company may, from time to time, obtain from other carriers to furnish service as required at the sole discretion of the Company.
- 3. The furnishing of service under this price list is subject to the availability to the Company of adequate numbering resources and may be subject to the Company's implementation of interconnection arrangements with incumbent local exchange carrier in Florida.

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company

2.1.3 Terms and Conditions

- Except as otherwise provided herein, service is provided and billed on the basis of a
 minimum period of at least one month, and shall continue to be provided until
 canceled by the Customer. Unless otherwise specified herein, for the purpose of
 computing charges in this price list, a month is considered to have 30 days. All
 calculations of dates set forth in this price list shall be based on calendar days,
 unless otherwise specified herein. When service is discontinued prior to the
 expiration of the minimum period, charges are applicable, whether the service is
 used or not.
- 2. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list.
- 3. 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 upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this price list 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.
- 4. This price list shall be interpreted and governed by the laws of the State of Florida without regard for the State's choice of laws provisions.
- 5. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

SECTION 2 – Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.3 Terms and Conditions, cont'd.

- 6. Cox will reserve the telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers shall not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these numbers. The Customer has no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone service. After activation, Cox reserves the right to change telephone numbers subject to federal or state law, or telephony industry guidelines.
- 7. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.8 below.
- 8. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company

- Delays or Interruption of Service The Customer assumes all risk for damages arising out of delays in installation of service or facilities, mistakes, omissions, interruptions, delays, errors or defects in transmission, failures or defects in equipment or facilities furnished by the company or arising out of failure of the company to maintain proper standards of maintenance of operations or to exercise reasonable supervision, except as noted in Section 2.10.1, <u>Credit Allowance for Interruptions</u>, following.
- 2. The maximum credit allowable with respect to local exchange service shall not exceed the amount of local exchange service and expanded calling scope charges during a single billing period. The liability of the company for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Customers local exchange service and expanded local calling scope charges for a regular billing period with respect to such delayed, defective or interrupted local exchange service. No other liability shall in any way attach to the company in consideration of such delays or interruptions. The company will not be liable for any loss or damage, nor for any impairment or failure of service arising from or in connection with the use of Customer-owned facilities or equipment.
- 3. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages (including any such claim or suit arising out of or related to the reservation of any specific number for use with a service), associated with the ordinary" installation (including delays thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of Section 2.10, Allowances for Interruption of Service, the Company's liability, if any, shall be limited as provided herein.

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

4. Indemnification – The Customer indemnifies and saves harmless the company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of the company's equipment, facilities and associated wiring on the Customer's premises and further, the Customer indemnifies and saves harmless the company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the company, and apparatus, equipment, and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company.

The services furnished by the Company, in addition to the limitations set forth above, also are subject to the following limitation. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the company, either:

- A. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the company shall not exceed an amount equal to a proportional amount of the company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
- B. not prevented by Customer provided equipment.

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

- 5. Defacement of Premises No liability shall attach to the company by reason of any defacement or damage to the Customer's premises resulting from the existence of the company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the company or its employees.
- 6. 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 military authority; preemption of existing service in compliance with national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, or work stoppages.

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

- 7. With respect to Emergency Number 911 Service:
 - A. Cox shall not be liable to the Customer, or to any other person, for any damages arising out of errors, interruptions, defects, failures or malfunctions of 911 and/or E911 Service, including damages arising from errors or defects of associated equipment and data processing systems, except that the Customer shall be entitled to an allowance for interruptions as specified in this price list.
 - B. The Customer agrees to release, indemnify and hold Cox harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, of for any loss, damage or destruction of any property, whether owned by the Customer or others.
 - C. The 911 Customer also agrees to release, indemnify and hold Cox harmless for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, conditions, occasion or use of 911 service features and the equipment associated with it, or by an services furnished by Cox, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service, and which arise out of the negligence or other wrongful act of Cox, the 911 Customer, its users, agencies or municipalities, or the employees or agents of anyone of them.
 - D. 911 service is provided solely for the benefit of the 911 Customer. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any company obligation toward, or any right of action on behalf of, any third person or other legal entity.
 - E. 911 service will be designed by the company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide 911 services.

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

- 8. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 9. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 10. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 11. The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

- 12. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6, Provision of Equipment and Facilities, following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, equipment, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
- 13. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 14. In conjunction with a non-published telephone number, as described in Section 3.4.5.3, Non-Published Listings, following, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 15. When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this price list, Customer acknowledges and agrees with the release of information as described above.

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.5 Notification of Service-Affecting Activities

The Company may provide the Customer reasonable notification of service activities that 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 preventive 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. However, some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

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

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.6 Provision of Equipment and Facilities, cont'd.

- 3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 4. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - a. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - b. the reception of signals by Customer provided equipment; or
 - c. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.7 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. 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.

Standard installation service charges reflect service provided between Monday through Saturday, 8:00 a.m. - 5:00 p.m., at current installation intervals and without work interruptions by the Customer. For Customer requests for expedited services that require installations on a date that is less than the normal offered interval, a 100% increase in applicable service charge shall apply, or if during a promotional period, the full non-discounted service charge would apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents or contractors.

2.2 Prohibited Uses

- **2.2.1** 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 required governmental approvals, authorizations, licenses, consents and permits.
- **2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Reserved for Future Use

SECTION 2 - Regulations, cont'd.

2.4 Obligations of the Customer

2.4.1 General

The Customer shall be responsible for:

- 1. the payment of all applicable charges pursuant to this price list;
- 2. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.4.1.3, above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

SECTION 2 - Regulations, cont'd.

2.4 Obligations of the Customer, cont'd.

2.4.1 General, cont'd.

The Customer shall be responsible for:

- 6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.4.I.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 7. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- 8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 9. allowing the Company, or its agent, access to the property, with no notice, to remove Company facilities and/or equipment after the Customer has discontinued service.
- 10. providing the Company with written notification of any change in name, ownership or control.

SECTION 2 - Regulations, cont'd.

2.4 Obligations of the Customer, cont'd.

2.4.2 Residential Service

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Residential service is as defined in Section 1, Definitions, of this Tariff. In the event, a Customer's service is discovered to be in violation of the provisions above, Cox shall back-bill to recover the under charge(s). To determine the amount of under charge the telephone company shall first review its' service records to determine the period of under charge. Should the Customer dispute the period determined by the telephone company, the Customer has the burden of demonstrating a shorter period of under charge. In cases where Company service records do not indicate a probable period of under charge, a period of 12 months shall be used and the burden of demonstrating a shorter period shall be upon the Customer. The under charge shall be assessed based upon business rates less prior payments.

The Company, upon failure of the Customer to pay the amount back-billed, shall suspend service to the Customer until such time as the back-billed amount plus late payment penalty, if any, are paid in full.

A Residential Customer may not port a Business telephone number to the Company as a Residential telephone number.

Effective: August 3, 2005

Effective: August 3, 2005

LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

SECTION 2 - Regulations, cont'd.

2.4 Obligations of the Customer, cont'd.

2.4.3 Claims

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

- 1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 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, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - Regulations, cont'd.

2.5 Customer Equipment and Channels

2.5.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.5.2 Station Equipment

- 1. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.10, Allowance for Interruption of Service, following, is not applicable.
- 2. The Customer is responsible for ensuring that Customer-provided equipment connected to 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 the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

SECTION 2 - Regulations, cont'd.

2.5 Customer Equipment and Channels, cont'd.

2.5.3 Interconnection of Facilities

- Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- Local 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 the price lists of the other communications carriers which are applicable to such connections.
- 3. Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list.

2.5.4 Inspections

- Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.5.2.2, Station Equipment, for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 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 10 days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to take such actions and provide such notice, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- 2. A Surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers, if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer:

- 1. All service, installation, monthly Recurring Charges and Non Recurring Charges are due and payable upon receipt.
- 2. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges based on measured or message service will be assessed on the next invoice rendered following the end of the billing period in which the usage occurs or as soon as practical, and will be due and payable within 20 days after the invoice is mailed.
- 3. For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 4. Amounts not paid within 21 days after the mail date of an invoice are considered past due.
- 5. When a Customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid due to insufficient funds or rejection of charges on the Customer's credit card, a \$25.00 returned item fee may be applied to the Customer's account.
- 6. If a Customer's account is carrying an overdue balance and payment is not applied within 15 days after the due date, the Customer's account will be assessed a \$2.00 late fee. If the account remains past due 45 days past the original due date, a \$3.00 charge will be applied until the balance is paid in full.
- 7. Should service be suspended for nonpayment of charges, it will be restored upon the Customer's payment of the charges applicable for restoration of service as set forth in Section 3.1.A.2.1 and Section 3.1.B.2.1 for Central Florida and Gulf Coast, respectively, of this Tariff and as further outlined in Section 2.7, Restoration of Service, following.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.2 Billing and Collection of Charges, cont'd.

Bills will be rendered monthly to Customer: cont'd.

8. Except as otherwise set forth in this tariff, where any undercharge in billing of the Customer is the result of a Company mistake, the Company may not back-bill in excess of twelve (12) months. Where over billing of a subscriber occurs, due either to Company or Customer error, no liability exists which will require the Company to pay any interest, dividend or other compensations on the amount over billed.

2.6.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If a dispute arises regarding a certain billing charge or charges on the Customer's billing statement and the Customer elects to withhold payment related to the disputed charge(s), the Customer is still obligated to pay all undisputed billing charges detailed on the billing statement. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure.

- 1. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- 2. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.6.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to one month's 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 Non-Recurring 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.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.5 Deposits

1. A cash deposit for local exchange service and toll service may be required of an applicant, if satisfactory credit is not established, in an amount not to exceed the charges for one months' local exchange service plus the Company's estimate of two month's long distance service.

An additional amount of deposit for a reasonable amount may be required where the Company, provides terminal equipment of special arrangements; having a termination liability; carrying any requirement that the Customer continue to subscribe to the equipment or arrangement for more than one month; or requiring the Customer to pay an amount greater than one month's billing upon disconnection in whole or in part.

2. New or Additional Deposits for Existing Customers.

The Company may require, upon reasonable written notice of not less than 15 days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Provided, however that the total amount of required deposit should not exceed twice the actual average monthly toll billing plus one month's local service charge for the 90-day period immediately prior to the date of notice. In the event the Customer has had service less than 90days, then the Company shall base its new or additional deposit upon the actual average monthly billing available. When the Company has good reason to believe payment by a non-residential Customer is in jeopardy and the usage is significantly above normal for that Customer, the Company may request a new or additional deposit. If the deposit requested is not paid within 48-hours, the Company may discontinue service. Should the Company determine that credit information given by a Customer is false or materially incorrect, the Company may immediately require the Customer to pay a new or additional deposit equal to the deposit which would have been charged at the time of the request for service had the correct credit information been given by the Customer.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.5 Deposits, cont'd.

- 3. A residential applicant shall not be required to pay a deposit:
 - A. When the Company, at its discretion, verifies that an applicant had previous service with Cox or a Cox Affiliated Company and the applicant has maintained satisfactory credit, the applicant would obtain service without a deposit or;
 - B. When the Company, at its discretion, verifies that an applicant had previous service with any telecommunications service provider in the State of Florida for the same type of service within the last two years and the Company also verifies through regional and/or national data exchanges that the applicant's payment record was satisfactory, applicant would obtain service without a deposit. If the applicant had been delinquent in the payment of a telecommunications service provider account on more than two (2) occasions within the past 12 months, presented a dishonored check for payment of a telecommunications service account within the past 12 months or had service disconnected due to nonpayment as reported in the regional and/or national data exchanges within the past 12 months, the Company may require a deposit prior to delivery of telephone service; or
 - C. When the Company, at its discretion, verifies satisfactory credit information derived from a national credit bureau agency(s), the Company will not require a deposit
- Residential customer's may arrange to make the payment over three billing periods. However, the Company may allow a residential customer to extend the payments of any required deposit over a longer period of time to avoid undue hardship.

5. Interest on Deposit

All deposits required by the Company shall bear interest at 0.458% per annum to begin and run from the date said deposit is made except that, no interest shall apply on a deposit unless the deposit and the service have been in existence for a continuous period of six months.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.5 Deposits, cont'd.

- 6. If a refund of the deposit is made within one-hundred eighty (180) days of receipt of the deposit, no interest payment shall be made. If Cox retains the deposit more than one-hundred eighty (180) days, payment of interest shall be made retroactive to the date of deposit. No interest shall accrue on a deposit after discontinuance of service. Cox will provide payment of accrued interest for all end-users annually by negotiable instrument or by credit against current billing.
- 7. The deposit shall cease to draw interest on the date it is returned or credited to the end-user's account.
- 8. In determining the amount of any deposit, no charges for estimated telephone directory advertising will be used.
- 9. The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the customer within thirty (30) days after settlement of the consumer's account, either in person or by mailing it to the end-user's last known address.
- 10. If service is not connected, or after disconnection of service, Cox shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the area of Cox shall not be deemed a disconnection within the meaning of this rule, and no additional deposit may be required unless otherwise permitted by these rules.
- 11. Cox shall automatically refund the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check, credit card or other negotiable instrument acceptable to the Company that is subsequently dishonored or refused. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsections 5. and 6. of this Section.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.5 Deposits, cont'd.

- 12. Cox shall automatically refund the deposit for business service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored. Cox may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsection 5 of this section.
- 13. Cox will keep records to show:
 - a. The name, account number, and address of each depositor.
 - b. The amount and date of the deposit.
 - c. Each transaction concerning the deposit.
- 14. Cox will provide means whereby a Customer may verify a deposit has been paid.
- 15. Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.
- 16. The deposit made by the end-user with Cox at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.
- 17. If, as a result of a Customer's bankruptcy filing, the Company is required to write off debts owed to it by the Customer, and the Customer requests to continue service, the Company has the right to collect a deposit. If the Company is not listed as a creditor in the bankruptcy, the Company is no longer obligated to continue to provide service. If the Company is listed as a creditor in the Customer's bankruptcy proceeding, the Company will continue to provide service so long as the Customer pays the requested deposit.

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Manager, Tariff Development

1400 Lake Hearn Drive, N.E. Atlanta, GA 30319

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.6 Refusal or Discontinuance of Service by the Company

- Cox may refuse service, suspend or terminate existing service to an end-user without notice for tampering with Cox's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of Cox or other end-users.
- Cox may refuse service, suspend or terminate existing service to a Customer pursuant to the disconnect procedure defined below for any of the following reasons:
 - a. Nonpayment of a bill for regulated services within the period prescribed by these tariffs and/or nonpayment of a single bill within a multiple-billed account.
 - b. Failure to make a security deposit as set forth in these price lists.
 - c. Violation of or noncompliance with all applications of state and municipal regulations or provision of this price list.
 - d. Refusal to permit Cox reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
 - e. Interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's terms and conditions of service on file with and approved by the Commission.
 - f. Improper use of telephone service, or use in such manner as to interfere with reasonable service to other Customers.
 - g. Abandonment of service.
 - h. Impersonation of another with fraudulent intent.
 - i. Use of service or facilities for a call or calls, in a manner reasonably expected to frighten, abuse, torment, or harass another user of Cox's Network.
 - j. Failure to establish new account after change in control or ownership of the account.
 - k. Cox may refuse service to an applicant or Customer who has not paid for prior service or has a current past due balance for service rendered by a Cox affiliate.
 - I. Any other violation of the Company's regulations.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.6 Refusal or Discontinuance of Service by the Company, cont'd.

- Residential Customers whose telephone services have been temporarily suspended for non-payment will continue to have access to 911 Service (outgoing service only).
- 4. Upon a Customer's request to terminate local exchange service, Cox will inform such Customer of the Customer's responsibility to contact the Customer's IXC regarding continuance or termination of such service from the IXC.
- Cox shall not be required to provide service to an applicant or Customer who has
 not paid for prior telephone service rendered by a telecommunications service
 provider in the same or different location, and furnished to the same person or
 legal entity.
- Cox shall not be required to furnish or continue furnishing service when applied
 for in the name of another person or legal entity, or a fictitious name or other
 member of the same household, for the purpose of avoiding payment of an
 unpaid obligation for telephone service previously furnished.
- 7. Customers will not be held responsible for the nonpayment of another Customer's bill unless the Customer superseded the service or was a co-applicant or guarantor for the service or shared the service of the non-paid account.
- 8. Cox will not refuse service or disconnect existing service by reason of nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. Cox will not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due to Cox.
- 9. Residential customers cannot be disconnected for failure to pay a bill for a Business service.

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SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.6 Refusal or Discontinuance of Service by the Company, cont'd.

- Service may not be withheld from a Customer whose name is fraudulently used to obtain service at another location without the Customer's permission or knowledge.
- 11. Service will not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to Cox, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
- 12. Cox will not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the state of Florida.
- 13. Cox may require each customer whose service has been suspended for nonpayment of bills, to pay all amounts due for regulated services or execute a deferred payment agreement, if offered before service is restored.
- 14. If there is an unresolved dispute pending with the Commission concerning a bill and the customer pays the undisputed portion of that bill, disconnection procedures shall be held in abeyance until the dispute is resolved.
- 15. Service to a customer may be disconnected for any reason which by these tariffs requires notice, other than nonpayment for service or failure to make a security deposit, only upon order of the Commission, upon application and after notice and hearing. For good cause shown, the Commission may order disconnection of service pending hearing, with or without notice to the customer.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.6 Refusal or Discontinuance of Service by the Company, cont'd.

- 16. Telephone Calls with Intent to Annoy:
 - A. The Company may discontinue service to any Customer, who with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such person any threat to inflict injury to the person or property of the person addressed or any family member.
 - B. The Company may discontinue service of any Customer, who with intent to annoy, repeatedly telephones another with or without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call.
 - C. The Company may, at its discretion, terminate service to any Customer who establishes a pattern of behavior with respect to the services provided by the Company that is intended to vex, harass or annoy the Company, its employees, agents or other Users of the Publicly Switched Telephone Network. A pattern of behavior is intended to vex, harass or annoy if it disturbs, irritates or interrupts the Company's operations through continued and repeated acts, or disturbs, irritates, or interrupts Users of the Public Switched Telephone Network through continued and repeated acts.
 - D. Prior to disconnection of service for calls described in sections A. B. or C. above, the Company will make reasonable effort to persuade the Customer placing such calls to cease all such activity. If such activity persists, the Company may, at its option, disconnect service. Prior to disconnection of service for calls described in part C. above, the Company may, at its option, refuse to transact business with the Customer except by written communication. If the Customer continues to engage in conduct set forth in section C above, the Company may, at its option, immediately discontinue service.
 - E. For the purpose of this section 2.5.6, telephone calls shall includes Customer's usage of facsimile, paging or any other communication devices to access the service provided by the Company.
 - F. Company may disconnect service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

SECTION 2 - Regulations, cont'd.

2.6 Payment Arrangements, cont'd.

2.6.6 Refusal or Discontinuance of Service by the Company, cont'd.

- 17. After the cause for suspension or disconnection has been cured, Cox will connect, restore or reconnect service as soon as possible.
- 18. Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list.

SECTION 2 - Regulations, cont'd.

2.7 Restoration of Service

If service has been discontinued for nonpayment as set forth in 2.6.2.7, preceding, or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.8 Toll Restriction - Company Initiated

If a Customer in any single month, accrues toll charges in excess of twice the average monthly toll charges of the Company's Customers in the same class of service (residential or business) or twice the actual monthly average of the individual Customer's charges, whichever is greater, the Company will review the Customer's previous billing, payment and credit history. If the Customer's account is deemed to be a credit risk, as described in Section 2.6.5, Deposits, preceding, the Company will attempt to contact the Customer to make inquiries concerning the abnormal usage and may require a security and/or payment of charges on the account to continue toll service. If the Customer does not respond, the Company may suspend toll service. The Company will notify the Customer within 24 hours of initiating the toll restriction.

A Customer who has had toll restriction placed on their account will not be able to dial or complete inter/intraLATA toll calls.

2.9 Reserved for Future Use

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SECTION 2 - Regulations, cont'd.

2.10 Allowances for Interruptions of Service

2.10.1 Credit Allowances for Interruptions:

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

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified herein for Local Line or Cox Connect Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

SECTION 2 - Regulations, cont'd.

2.10 Allowances for Interruptions of Service, cont'd.

2.10.2 Limitations on Allowances

No credit allowance will be made for:

- 1. interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- 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;
- 3. interruptions due to the failure or malfunction of non-Company equipment;
- 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,
- 5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 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;
- 7. interruption of service due to circumstances or causes beyond the control of the Company.

2.10.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the price listed rates and charges for the alternative service used.

SECTION 2 - Regulations, cont'd.

2.11 Cancellation of Service

2.11.1 Cancellation of Application for Service

- Applications for service are non-cancelable 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.
- 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 3. The special charges described in 1. and 2. of this sub-section 2.11.1 will be calculated and applied on a case-by-case basis.

SECTION 2 - Regulations, cont'd.

2.11 Cancellation of Service, cont'd.

2.11.2 Cancellation of Service by the Customer

If a Customer cancels or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.10 above) Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.6.2.2 and 2.6.2.3, Billing and Collection of Charges, all costs, fees and expenses incurred in connection with:

- a. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- b. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- c. all Recurring Charges specified in the applicable Commercial Services Agreement price list for the balance of the then current term.

2.12 Transfer and Assignments

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

SECTION 2 - Regulations, cont'd.

2.13 Notices and Communications

- 2.13.1 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.
- 2.13.2 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 Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first
- **2.13.4** 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.

SECTION 3 – Local Exchange Service

3.1.A Central Florida Local Exchange Service

The Company's local telephone service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- -place or receive calls to any calling Station in the local calling area, as defined herein;
- -access enhanced 911 Emergency Service;
- -access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- -access Operator Services;
- -access Directory Assistance for the local calling area;
- -place or receive calls to 8XX, 700 and 900 telephone numbers;
- -access Telephone Relay Service.
- -touch tone:
- -a white pages directory listing.

Customers wishing to block pay-per-call numbers (e.g. 900, 700) may request such blocking at no charge.

The following exchange access services are offered by Cox, where facilities and operating conditions permit:

Basic Residential Service (Local Residential) (limited to two local access lines)

Issued: July 29, 2005

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

SECTION 3 – Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.1 Service Areas/Local Calling Area

Where facilities are available, Cox exchanges are defined by the following areas which are equivalent to similarly named BellSouth, and Sprint Florida:

Cox Central Florida Exchanges

Alachua

Brooker

Ocala

Archer

Gainesville

Silver Springs Shores

Belleview Newberry

1. Local Calling Areas

Exchange	Exchanges included in Local Calling Area	
Alachua	Brooker, Fort White, Gainesville, High Springs, Lake Butler, Newberry	
Archer	Bronson, Gainesville, Micanopy, Newberry, Williston	
Belleview	Citra, Dunnellon, Forest, Lady Lake, McIntosh, Ocala, Ocklawaha, Orange Springs, Salt Springs, Silver Springs Shores, Weirsdale, Wildwood	
Brooker	Alachua, Gainesville, Lake Butler, Waldo, Lawtey, Starke	
Gainesville	Alachua, Archer, Bronson, Brooker, Fort White, Hawthorne, High Springs, Keystone Heights, Lake Butler, McIntosh, Melrose, Micanopy, Newberry, Trenton, Waldo, Williston	
Newberry	Alachua, Archer, Gainesville, High Springs, Trenton	

SECTION 3 – Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.1 Service Areas/Local Calling Area, cont'd.

1. Local Calling Areas, cont'd.

Exchange	Exchanges included in Local Calling Area
Ocala	Belleview, Citra, Dunnellon, Forest, McIntosh, Ocklawaha, Orange Springs, Salt Springs, Silver Springs Shores, Weirsdale, Wildwood, Williston
Silver Springs Shores	Belleview, Citra, Dunnellon, Forest, Lady Lake, McIntosh, Ocala, Ocklawaha, Orange Springs, Salt Springs, Weirsdale, Wildwood

2. Extended Calling Service

In addition to the Local Calling Areas listed in 3.1.A.1.1, preceding, Customers may access exchange access lines bearing the central office designations of the customer's exchange and exchange access lines bearing the central office designations of additional exchanges in the Extended Calling Service (ECS) categories as shown below. Customers calling exchange access lines in the Cox ECS area will be assessed a charge of \$.25 per call. Cox ECS rates apply only for those Customers who select Cox as their presubscribed intraLATA carrier.

Exchange	Exchanges included in Extended Calling Service
Archer	Cedar Key, Chiefland
Gainesville Newberry	Cedar Key, Chiefland, Cross City, Old Town Bronson

SECTION 3 - Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

1. Local Line Rates & Charges

A Local Line Customer will be charged applicable Non-Recurring Charges (NRCs) and monthly Recurring Charges as specified in Sections 3.1.A.2.1.A and 3.1.A.2.1.B respectively. Applicable charges are defined below:

Definitions:

Line Connection Charge: Applies for ordering and connecting local exchange service. For residential service, one rate is charged for the first two residential lines installed at the same time at the same premises. Additional residential lines after the first two or additional lines installed via a separate premises visit are each charged an additional Line Connection Charge. Commercial Line Connection Charges are assessed on each access line.

Moves, Adds, Changes: Applies per line where the customer changes the access line configuration (e.g. by moving a line at the same premises, adding DID service to existing lines, changing inward only trunks to two way, etc.).

<u>Feature Change</u>: Applies per line when the customer adds or removes a feature to an existing line after the initial installation of the line.

<u>PIC Change</u>: Applies when the customer changes either the primary interexchange carrier (PIC) or the intraLATA primary interexchange carrier (LPIC) after the initial installation of the line. One PIC change charge applies for each type of carrier change (interLATA (PIC) or intraLATA (LPIC)).

<u>Line Restoral Charge</u>: Applies per line when Customer has been disconnected at the switch for nonpayment but has not been permanently disconnected at the premises.

SECTION 3 – Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line, cont'd.

1. Local Line Rates & Charges, cont'd.

Definitions, cont'd.

Account Changes: Applies on a per account basis for administrative or billing record changes to an account.

Trouble Location Charge: Applies to Commercial Customers when the Company, in response to a Customer trouble call, makes a premises visit and determines that the trouble on the line resides on the Customer's side of the demarcation point or Network Interface Unit (NIU). If the Customer requests the Company to fix the problem on the line, the Customer would incur additional charges to correct the trouble on the line.

SECTION 3 - Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line, cont'd.

1. Local Line Rates & Charges, cont'd.

A. Non-Recurring Charges - Residential

	1
Line Connection Charge	
- First Line, per order	\$29.95
- Additional Line, per order, same trip	N/C
- Additional Line, per order, separate trip	19.00
Account Changes - Billing Record	
-per billing record change	\$9.95
Telephone Number Change Charge	25.00
PIC Change (intra/inter-LATA)	
- per line - initial set-up	N/C
- after initial set-up	\$5,00
Line Restoration Charge, per line ²	\$25.00
Telephony Reconnect Charge	
- Initial Order, per line	\$29.95
- Subsequent Order, per line	\$29.95
Feature Change Charge	\$4.95

B. Monthly Recurring Charges-Residential

Residential Customers are offered a Local Flat Rate Service. The term "flat rate service" denotes residential service where, for a stated monthly rate, unlimited calling is allowed to all other local exchange service lines in the local calling area in which it is furnished.

Local Line	Flat Rate Line Charge
First Line	\$9.77
Second Line	\$9.77
Multi-product	
First Line	\$8.79
Second Line	\$8.79

¹ PIC Change Charge waived if Cox Long Distance is selected.

² If service is temporarily interrupted for non-payment and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established (reconnected), Line Connection Charges apply.

SECTION 3 – Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line, cont'd.

2. Custom Calling Features

Custom Calling Features are optional central office services furnished to individual line Customers. Custom Calling Features are available where facilities exist and operating conditions permit.

A. Feature Descriptions

900/976 Call Block: Allows Customer to block calls to 900 and 976 numbers from their home.

Anonymous Call Rejection: Allows the Customer to reject incoming calls from callers that intentionally block their caller identification information.

Busy Line Redial: Allows a Customer to program his or her telephone to automatically redial a busy number.

<u>Call Forwarding</u>: Allows the Customer to program his or her telephone so that incoming calls are forwarded to another number.

<u>Call Forwarding - Busy:</u> Automatically forwards all incoming calls to a Customer-defined alternate number when the Customer's line is off hook.

<u>Call Forwarding - No Answer:</u> Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

<u>Call Forwarding - Remote Access</u>: Allows the Customer to change the forwarding of a call (edit, activate, or deactivate) from a remote location by dialing in and pressing a series of codes.

SECTION 3 - Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line, cont'd.

2. Custom Calling Features, cont'd.

A. Feature Descriptions, cont'd.

<u>Call Return:</u> Provides the customer an announcement of the last phone number that called them.

Call_Trace: Allows a Customer who has been receiving harassing or annoying phone calls to have the number of the calling party recorded by the Company's switch and kept by the Company. Customer must then file a complaint with appropriate law enforcement agency. The law enforcement agency will be permitted access to the recorded information, however, the calling party information will not be disclosed to the Customer. This feature is only available on a per use basis.

Call Waiting: The subscriber, already involved in a call, receives a tone that another incoming call is waiting to be answered. The called party, hearing the call-waiting tone during the existing conversation, can choose to flash the hook-switch and connect to the incoming call. This feature includes Cancel Call Waiting which allows the subscriber to enter a code that disables the Call Waiting feature so that he or she will not hear a tone during a conversation with another party.

SECTION 3 – Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line, cont'd.

2. Custom Calling Features, cont'd.

A. Feature Descriptions, cont'd.

Call Waiting ID: Allows the subscriber to receive calling party information during call waiting. Call Waiting ID presents the subscriber with a set of options to treat the incoming call. These options include forwarding the call, placing the call on hold, sending the call to treatment, placing the existing call on hold and answering the incoming call, or answering the call and dropping the existing call. This feature requires specialized Customer Premises Equipment.

Caller ID (Caller Name & Number Delivery): Allows the called party to see the name and where available the telephone number of the calling party. This feature requires specialized Customer Premises Equipment.

Distinctive Ring: Where facilities and operating conditions permit, this feature allows up to four directory numbers to terminate on a telephone line and telephone set. Each directory number has a distinctive ringing sequence and is priced separately.

Priority Ringing: Allows up to 31 directory numbers to be automatically identified by distinctive ringing. If a subscriber is engaged in conversation and a call from one of the designated directory numbers arrives, a distinctive call waiting tone accompanies the incoming call. All other calls ring normally.

Selective Call Acceptance: Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are accepted. All other calls are forwarded to an announcement.

Selective Call Forwarding: Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are forwarded to another number instead of being completed at the Customer's telephone number. All other calls are completed as usual.

SECTION 3 - Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line, cont'd.

2. Custom Calling Features, cont'd.

A. Eeature Descriptions, cont'd.

Selective Call Rejection: Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are forwarded to an announcement. All other calls are accepted.

Speed Calling = 8: Allows a Customer to preprogram up to 8 telephone numbers, and then access these numbers with the simple touch of one digit or two digits on the telephone set.

SECTION 3 - Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line, cont'd.

2. Custom Calling Features, cont'd.

B. Feature Packages

Solution Package: Provides the Residential Customer with the following fifteen (15) features: Busy Line Redial, Call Forwarding, Call Forwarding-Busy, Call Forwarding-No Answer, Call Forwarding on Call Waiting, Call Return, Call Waiting, Call Waiting ID, Caller ID, Priority Ringing, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Speed Calling-8, and Three-Way Calling. This feature package requires specialized Customer Premises Equipment.

Control Plus Package: Provides a Residential Customer with the following five (5) features: Call Waiting, Call Waiting ID, Call Return, Caller ID, and Priority Ringing. This feature package requires specialized Customer Premises Equipment.

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SECTION 3 – Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line, cont'd.

2. Custom Calling Features, cont'd.

C. Rates and Charges - Residential

	Monthly Rate (\$)	PER USE (\$)	NRC (\$)
A LA CARTE FEATURES	Ψ.,	 (Ψ)	<u> </u>
900/976 Call Block			
Anonymous Call Rejection	N/C		N/C
Block Collect Calls	N/C		N/C
Block 3 rd Party Calls	N/C		N/C
Busy Line Redial	N/A	0.991	N/A
Call Forwarding Remote Access	5.00		*
Call Number Block, per call block, per line	N/C		N/A
Call Return	N/A	0.99^{1}	N/C
Call Trace, per use	N/A	4.99	N/C
Call Waiting	6.00		*
Call Waiting ID	15.00		*
Caller ID	9.00		*
Caller ID, per line block	N/C		N/C_
Distinctive Ringing	5.00		*
FEATURE PACKAGES			
Control Plus Package	15.00		N/C
Solutions Package	20.00		N/C N/C

¹ \$5.00 monthly maximum.

^{*} Feature Change Charge will apply pursuant to 3.1.A.2.1 for features upgraded or deleted after initial installation.

SECTION 3 – Local Exchange Service, cont'd.

3.1.A Central Florida Local Exchange Service, cont'd.

3.1.A.2 Local Line, cont'd.

3. Customer Premises Trip Charge

A Customer Premises Trip Charge will be assessed on Residential Customers when a Cox technician or a Cox agent visits a premises for the purpose of inside wire work requested by the Customer or Customer's representative. Except for Cox Wire Plan subscribers, the charge defined below apply to Customers whenever:

- A. a Customer Premises visit is required at the Customer's request for regulated service, or
- B. a Customer Premises visit is required when the Customer files a trouble ticket and it is determined that the source of the Customer's trouble is located on the Customer's side of the network demarcation point.

Per-Visit

Customer Premises Trip Charge 1

\$39.95

* Unregulated service under this Tariff.

¹ Other charges may apply for inside wire repair and maintenance.*

SECTION 3 – Local Exchange Service

3.1.B Gulf Coast Local Exchange Service

The Company's local telephone service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- -place or receive calls to any calling Station in the local calling area, as defined herein;
- -access enhanced 911 Emergency Service;
- -access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- -access Operator Services;
- -access Directory Assistance for the local calling area;
- -place or receive calls to 8XX, 700 and 900 telephone numbers;
- -access Telephone Relay Service.
- -touch tone;
- -a white pages directory listing.

Customers wishing to block pay-per-call numbers (e.g. 900, 700) may request such blocking at no charge.

The following exchange access services are offered by Cox, where facilities and operating conditions permit:

 Basic Residential Service (Local Residential) (limited to two local access lines)

SECTION 3 - Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.1 Service Areas/Local Calling Area

Where facilities are available, Cox exchanges are defined by the following areas which are equivalent to similarly named BellSouth and Sprint Florida:

Cox Gulf Coast Exchanges

Cantonment

Destin

Pensacola

Crestview

Freeport

Santa Rosa Beach

De Funiak Springs

Fort Walton Beach

Shalimar Valparaiso

1. Local Calling Areas

Exchange	Exchanges included in Local Calling Area
Cantonment	Century; Clear Springs, AL; Gulf Breeze; Molino; Pensacola; Walnut Hill
Crestview	Baker; De Funiak Springs; Destin; Laurel Hill; Fort Walton Beach; Shalimar; Valparaiso
De Euniak Springs	Baker; Bonifay; Crestview; Destin; Fort Walton Beach; Freeport; Glendale; Graceville; Paxton; Ponce de Leon; Reynolds Hill; Santa Rosa Beach; Seagrove Beach; Shalimar; Valparaiso; Westville
Destin	Baker; Crestview; De Funiak Springs; Fort Walton Beach; Freeport; Glendale; Ponce de Leon; Santa Rosa Beach; Seagrove Beach; Shalimar; Valparaiso
Ereeport	De Funiak Springs; Destin; Fort Walton Beach; Glendale; Seagrove Beach; Ponce de Leon; Santa Rosa Beach; Valparaiso
Fort Walton Beach	Baker; Crestview; De Funiak Springs; Destin; Freeport; Holley-Navarre; Santa Rosa Beach; Seagrove Beach; Shalimar; Valparaiso

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SECTION 3 – Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.1 Service Areas/Local Calling Area

1. Local Calling Areas, cont'd.

Exchange	Exchanges included in Local Calling Area
Pensacola	Cantonment; Century; Gulf Breeze; Holley-Navarre; Jay; Milton; Molino; Munson; Pace; Walnut Hill
Santa Rosa Beach	De Funiak Springs; Destin; Fort Walton Beach; Glendale; Ponce de Leon; Seagrove Beach; Valparaiso
Shalimar	Baker; Crestview; De Funiak Springs Destin; Fort Walton Beach; Valparaiso
Valparaiso	Baker; Crestview; De Funiak Springs; Destin; Fort Walton Beach; Freeport; Glendale; Ponce de Leon; Santa Rosa Beach; Seagrove: Shalimar

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

SECTION 3 - Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

1. Local Line Rates & Charges

A Local Line Customer will be charged applicable Non-Recurring Charges (NRCs) and monthly Recurring Charges as specified in Sections 3.1.A.2.1.A and 3.1.A.2.1.B respectively. Applicable charges are defined below:

Definitions:

Line Connection Charge: Applies for ordering and connecting local exchange service. For residential service, one rate is charged for the first two residential lines installed at the same time at the same premises. Additional residential lines after the first two or additional lines installed via a separate premises visit are each charged an additional Line Connection Charge. Commercial Line Connection Charges are assessed on each access line.

Moves, Adds, Changes: Applies per line where the customer changes the access line configuration (e.g. by moving a line at the same premises, adding DID service to existing lines, changing inward only trunks to two way, etc.).

Feature Change: Applies per line when the customer adds or removes a feature to an existing line after the initial installation of the line.

PIC Change: Applies when the customer changes either the primary interexchange carrier (PIC) or the intraLATA primary interexchange carrier (LPIC) after the initial installation of the line. One PIC change charge applies for each type of carrier change (interLATA (PIC) or intraLATA (LPIC)).

Line Restoral Charge: Applies per line when Customer has been disconnected at the switch for nonpayment but has not been permanently disconnected at the premises.

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SECTION 3 – Local Exchange Service, cont'd.

- 3.1.B Gulf Coast Local Exchange Service, cont'd.
 - 3.1.B.2 Local Line, cont'd.
 - 1. Local Line Rates & Charges, cont'd.

Definitions, cont'd.

Account Changes: Applies on a per account basis for administrative or billing record changes to an account.

Trouble Location Charge: Applies to Commercial Customers when the Company, in response to a Customer trouble call, makes a premises visit and determines that the trouble on the line resides on the Customer's side of the demarcation point or Network Interface Unit (NIU). If the Customer requests the Company to fix the problem on the line, the Customer would incur additional charges to correct the trouble on the line.

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SECTION 3 - Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.2 Local Line, cont'd.

1. Local Line Rates & Charges, cont'd.

A. Non-Recurring Charges - Residential

	T
Line Connection Charge	ļ
- First Line, per order	\$29.95
- Additional Line, per order, same trip	N/C
- Additional Line, per order, separate trip	19.00
Account Changes - Billing Record	
-per billing record change	\$9.95
Telephone Number Change Charge	25.00
PIC Change (intra/inter-LATA)	
- per line - initial set-up	N/C
- after initial set-up	\$5,00
Line Restoration Charge, per line ²	\$25.00
Telephony Reconnect Charge	
- Initial Order, per line	\$29,95
- Subsequent Order, per line	\$29.95
Feature Change Charge	\$4.95

B. Monthly Recurring Charges - Residential

Residential Customers are offered Flat Rate Service. The term "flat rate service" denotes residential service where, for a stated monthly rate, unlimited calling is allowed to all other local exchange service lines in the local calling area in which it is furnished.

Local Line	Flat Rate Line Charge
First Line	\$10.13
Second Line	\$10.13
Multi-product First Line Second Line	\$9.12 \$9.12

¹ PIC Change Charge waived if Cox Long Distance is selected.

² If service is temporarily interrupted for non-payment and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If Service is discontinued and subsequently re-established (reconnected), Line Connection Charges apply.

SECTION 3 – Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.2 Local Line, cont'd.

2. Custom Calling Features

Custom Calling Features are optional central office services furnished to individual line Customers. Custom Calling Features are available where facilities exist and operating conditions permit.

A. Feature Descriptions

900/976 Call Block: Allows Customer to block calls to 900 and 976 numbers from their home.

Anonymous Call Rejection: Allows the Customer to reject incoming calls from callers that intentionally block their caller identification information.

Busy Line Redial: Allows a Customer to program his or her telephone to automatically redial a busy number.

Call Forwarding: Allows the Customer to program his or her telephone so that incoming calls are forwarded to another number.

<u>Call Forwarding - Busy:</u> Automatically forwards all incoming calls to a Customer-defined alternate number when the Customer's line is off hook.

<u>Call Forwarding - No Answer:</u> Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forwarding - Remote Access: Allows the Customer to change the forwarding of a call (edit, activate, or deactivate) from a remote location by dialing in and pressing a series of codes.

SECTION 3 – Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.2 Local Line, cont'd

2. Custom Calling Features, cont'd.

A. Feature Descriptions, cont'd.

Call Return: Provides the customer an announcement of the last phone number that called them.

Call Trace: Allows a Customer who has been receiving harassing or annoying phone calls to have the number of the calling party recorded by the Company's switch and kept by the Company. Customer must then file a complaint with appropriate law enforcement agency. The law enforcement agency will be permitted access to the recorded information, however, the calling party information will not be disclosed to the Customer. This feature is only available on a per use basis.

Call Waiting: The subscriber, already involved in a call, receives a tone that another incoming call is waiting to be answered. The called party, hearing the call-waiting tone during the existing conversation, can choose to flash the hook-switch and connect to the incoming call. This feature includes Cancel Call Waiting which allows the subscriber to enter a code that disables the Call Waiting feature so that he or she will not hear a tone during a conversation with another party.

SECTION 3 – Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.2 Local Line, cont'd.

2. Custom Calling Features, cont'd.

A. Feature Descriptions, cont'd.

Call Waiting ID: Allows the subscriber to receive calling party information during call waiting. Call Waiting ID presents the subscriber with a set of options to treat the incoming call. These options include forwarding the call, placing the call on hold, sending the call to treatment, placing the existing call on hold and answering the incoming call, or answering the call and dropping the existing call. This feature requires specialized Customer Premises Equipment.

Caller ID (Caller Name & Number Delivery): Allows the called party to see the name and where available the telephone number of the calling party. This feature requires specialized Customer Premises Equipment.

Distinctive Ring: Where facilities and operating conditions permit, this feature allows up to four directory numbers to terminate on a telephone line and telephone set. Each directory number has a distinctive ringing sequence and is priced separately.

Priority Ringing: Allows up to 31 directory numbers to be automatically identified by distinctive ringing. If a subscriber is engaged in conversation and a call from one of the designated directory numbers arrives, a distinctive call waiting tone accompanies the incoming call. All other calls ring normally.

Selective Call Acceptance: Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are accepted. All other calls are forwarded to an announcement.

Selective Call Forwarding: Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are forwarded to another number instead of being completed at the Customer's telephone number. All other calls are completed as usual.

SECTION 3 - Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.2 Local Line, cont'd.

2. Custom Calling Features, cont'd.

A. Feature Descriptions, cont'd.

Selective Call Rejection: Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are forwarded to an announcement. All other calls are accepted.

Speed Calling – 8: Allows a Customer to preprogram up to 8 telephone numbers, and then access these numbers with the simple touch of one digit or two digits on the telephone set.

SECTION 3 – Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.2 Local Line, cont'd.

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2. Custom Calling Features, cont'd.

B. Eeature Packages

Solution Package: Provides the Residential Customer with the following fifteen (15) features: Busy Line Redial, Call Forwarding, Call Forwarding-Busy, Call Forwarding-No Answer, Call Forwarding on Call Waiting, Call Return, Call Waiting, Call Waiting ID, Caller ID, Priority Ringing, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Speed Calling-8, and Three-Way Calling. This feature package requires specialized Customer Premises Equipment.

Control Plus Package: Provides a Residential Customer with the following five (5) features: Call Waiting, Call Waiting ID, Call Return, Caller ID, and Priority Ringing. This feature package requires specialized Customer Premises Equipment.

Effective: August 3, 2005

Effective: August 3, 2005

LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

SECTION 3 - Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.2 Local Line, cont'd.

2. Local Line Rates and Charges, cont'd.

C. Custom Calling Features, Residential

	Monthly Rate	PER USE	NRC
A LA CARTE FEATURES	(\$)	(\$)	(\$)
900/976 Call Block	1		T
Anonymous Call Rejection	N/C		N/C
Block Collect Calls	N/C		N/C N/C
Block 3 rd Party Calls	N/C		N/C
Busy Line Redial	N/A	0.991	N/A
Call Forwarding Remote Access	5.00		*
Call Number Block, per call block, per line	N/C		N/A
Call Return	N/A	0.99^{1}	N/C
Call Trace, per use	N/A	4.99	N/C
Call Waiting	6.00		*
Call Waiting ID	15.00		*
Caller ID	9.00		*
Caller ID, per line block	N/C		N/C
Distinctive Ringing	5.00		*
FEATURE PACKAGES	т		
Control Plus Package	15.00		N/C
Solutions Package	20.00		N/C

¹ \$5.00 monthly maximum.

^{*} Feature Change Charge will apply pursuant to 3.1.B.2.1.A for features upgraded or deleted after initial installation.

SECTION 3 - Local Exchange Service, cont'd.

3.1.B Gulf Coast Local Exchange Service, cont'd.

3.1.B.2 Local Line, cont'd.

3. Customer Premises Trip Charge

A Customer Premises Trip Charge will be assessed on Residential Customers when a Cox technician or a Cox agent visits a premises for the purpose of inside wire work requested by the Customer or Customer's representative. Except for Cox Wire Plan subscribers, the charge defined below apply to Customers whenever:

- A. a Customer Premises visit is required at the Customer's request for regulated service, or
- B. a Customer Premises visit is required when the Customer files a trouble ticket and it is determined that the source of the Customer's trouble is located on the Customer's side of the network demarcation point.

Per-Visit

Customer Premises Trip Charge¹

\$39.95

Effective: August 3, 2005

* Unregulated service under this Tariff.

Atlanta, GA 30319

Other charges apply for inside wire repair and maintenance.*

SECTION 3 - Local Exchange Service, cont'd.

3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

- **3.2.1** Charges for Directory Assistance Calls:
 - \$0.76 per call per month

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

- **3.2.2** Customers with multiple-line residence service shall be allowed two additional calls per month or four additional Directory Assistance listings (whichever is used first) per line. Call allowances are not applicable to business class of service.
- **3.2.3** A credit will be given for calls to Directory Assistance as follows:
 - -The Customer experiences poor transmission or is cut-off during the call; or
 - -The Customer is given an incorrect telephone number.
 - To obtain such a credit, the Customer must notify its Customer Service representative.
- 3.2.4 Charges for Directory Assistance (DA) are not applicable to calls placed from Customers whose physical, visual, mental or reading disabilities prevent them from using the telephone or the directory. The method of exempting those disabled Customers shall be via the completion of an exemption form supplied by the Company and the Company's acceptance of that form. The exemption for disabled Customers includes sent-paid calls from the Customers' local exchange service. Third number billing of DA calls to the disabled Customers' local exchange service are not exempt.
- **3.2.5** Charges for Directory Assistance Service are not applicable to calls placed from Hospitals.

SECTION 3 – Local Exchange Service, cont'd.

3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when gueried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the carrier. The call may be billed to the called party.

Station to Station: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800/888 telephone numbers, but does not request the operator to complete the call.

SECTION 3 – Local Exchange Service, cont'd.

3.3 Operator Assistance, cont'd.

3.3.1 Operator Assisted Surcharges

The following surcharges will be applied on a per call basis plus any applicable per minute-of-use charges.

Calling Card, Customer dialed	N/C
Calling Card, Operator dialed	\$2.00
Collect Calling, Customer dialed	\$2.00
Collect Calling, Operator dialed	\$3.25
General Assistance	N/C
Person-to-Person, Customer dialed	\$3.50
Person-to-Person, Operator dialed	\$4.75
Station-to-Station, Operator dialed	\$3.25
Third Number Billing, Customer dialed	\$2.00
Third Number Billing, Operator dialed	\$3.25

3.3.2 Local Operator Assistance charges will not apply where a Company provided Operator is requested to establish Local calls from Customers whose physical or visual disabilities prevent them from completing the call direct.

SECTION 3 - Local Exchange Service, cont'd.

3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by on or behalf of the incumbent local exchange carrier in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- **3.4.1** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- **3.4.3** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

SECTION 3 – Local Exchange Service, cont'd.

3.4 Directory Listings, cont'd.

- **3.4.4** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- **3.4.5** Directory listings are provided in connection with each Customer service as specified herein.
 - 1. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
 - 2. Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.6, Directory Listing Rates, Residential, following.
 - 3. Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance.
 - A Non-published Telephone Service will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customers telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4, Liability of the Company. Rates for Non-published Listings are as specified in Section 3.4.6, Directory Listing Rates, Residential, following. Additional residential lines used for facsimile machines and computer modems will not be assessed this fee.
 - 4. Non-Directory Listed: A non-directory listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such Listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Rates for Non Directory Listings are specified in Section 3.4.6, Directory Listing Rates, Residential, following. Additional residential lines used for facsimile machines and computer modems will not be assessed this fee.

SECTION 3 – Local Exchange Service, cont'd.

3.4 Directory Listings, cont'd.

3.4.6 Directory Listings Rates and Charges

Monthly rates and non-recurring charges will be assessed as indicated in 3.4.6.1 following. Charges will not apply if:

- service is used primarily by a certified hearing/speech impaired person; or
- additional service is furnished to the same subscriber who has other service listed in the directory in the same name at the same address.

1. Residential Service

	Monthly	NRC.
Primary Listing Additional Listing Non-Published Non-Directory Listed Directory Listing Change Charge Telephone Number Change Charge Directory-Name Only	N/C \$1.20 \$2.08 \$0.30 N/A N/A N/C	N/A \$10.00 \$10.00 \$10.00 \$10.00 \$25.00 N/A
Directory Name Only	14, C	14774

SECTION 3 – Local Exchange Service, cont'd.

3.5 Emergency Services (Enhanced 911)

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

3.6 Telecommunications Relay Service

For 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 non-relay call except that where either the calling or called party indicated that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call.

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SECTION 3 – Local Exchange Service, cont'd.

3.7 Employee Discounts

A discount is allowed from the standard Residential rates for services furnished at residences of officials and employees of the Company.

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SECTION 3 – Local Exchange Service, cont'd.

3.8 Temporary Suspension of Service - Customer Initiated

Temporary Suspension of Service is available at the customers request and permits a customer to temporarily suspend service. Service may be suspended for a minimum of two (2) months and a maximum of six (6) months in a calendar year. This service is also limited to two requests per calendar year. Prior to the service suspension, the Customer shall have paid for at least the first full month of service.

3.8.1 Terms and Conditions

- The suspension rate will not be applicable until after the service has been in effect for at least one full month.
- The full service rate will apply, if service is restored within 15 days after the date beginning the suspension of service.
- If the service is suspended for a period of 16 days or longer, the reduced rate as set forth in the following Section 3.9.2 will apply. The normal monthly recurring rates will be suspended and replaced by the monthly rate below.

3.8.2 Rates and Charges

	NRC	Monthly
Residential Customer, per line	\$10.00	\$9.50

SECTION 3 - Local Exchange Service, cont'd.

3.9 Number Referral Service

Number Referral Service is a central office optional intercept arrangement for diversion of calls to a number which is no longer in service.

In accordance with the Number Referral Service Customer's instructions, a caller to a disconnected number with Basic Referral Service is provided with information which may include: the called number, why the call was not connected, and what can be done to reach the called party.

3.9.1 Rates and Charges

1. Residential Service

Basic Referral Service	Charge
Primary Number	
- one 3-month period	N/C
Additional Number(s)	
- one 3-month period	N/C

2. Exceptions

Number Referral Service charges, if applicable, do not apply to:

- A disconnect or number change with no referral
- The primary number of any Residential service account with the Basic Referral Service option
- Company initiated number change
- Directory errors caused by the Company

SECTION 4 - IntraLata Toll Service

4.1 Terms and Conditions

IntraLata Toll Service applies to all toll calls made between two or more rate centers that are furnished or made available by the Company over facilities within the state. IntraLata Toll Service provides telecommunications beyond the local serving area. Charges cover the service furnished between the calling and called stations. IntraLata Toll Service is available to Customers located within the Company's service area who subscribe to Cox Local Exchange Service as described in this price list.

Charges for IntraLata Toll calls are determined by the class of the call and the duration of the call. The total amount of the call will be rounded to the nearest cent if the computed rate of the call results in a fractional charge. Charges for calls apply to all intrastate/intraLATA and intrastate/interLATA calls, all times of day, seven days a week.

4.1.1 Description of Service

IntraLata Toll Service is the furnishing of facilities for telecommunications between station lines in different local service areas in accordance with the terms, conditions, and rates specified in the price list. The Company does not undertake to transmit messages but furnishes the use of its facilities to its customers for communications.

1. Class of Calls

Charges apply according to the class of the call the calling party selects as defined below:

A. Station-to-Station

Station-to-Station charges will apply when the Customer dials the desired telephone number without the assistance of a Company Operator and the call is billed to the calling number. This includes calls forwarded by the call forwarding equipment.

SECTION 4 - IntraLata Toll Service

4.1 Terms and Conditions, cont'd.

4.1.1 Description of Service, cont'd.

1. Class of Calls, cont'd.

A. Station-to-Station, cont'd.

The Station-to-Station class of service also applies when the Operator:

- 1. Records the calling telephone number for areas without automatic recording equipment.
- 2. Reaches the called telephone number because of trouble on the network or because dial completion is not available.
- 3. Places a call for a calling party who is identified as being disabled and is unable to dial the call because of that disability.
- 4. Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.

B. Operator Services

Operator Station

Operator Station rates apply when the Customer places a call with the assistance of a Company Operator or mechanized response system.

C. Person-to-Person

Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

SECTION 4 - IntraLata Toll Service

4.1 Terms and Conditions, cont'd.

4.1.2 Timing of Messages

- Unless otherwise indicated, all residential calls are timed in one-minute increments.
 Business calls are timed in six-second increments. All calls are rounded up to the
 next higher minute or billing increment.
- 2. For station to station calls, call timing begins when a connection is established between the calling and called stations.
- 3. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified, or an agreed upon alternate.
- 4. Call timing ends when the called station "hangs up," thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network, or by the Company operator.

4.1.3 Time Periods Defined

Peak: 8:00 a.m. to, but not including, 5:00 p.m. - M - F

Off Peak: 5:00 p.m. to, but not including, 8:00 a.m. - M - F

All day Saturday, Sunday and Holidays.

SECTION 4 - IntraLata Toll Service

4.1 Terms and Conditions, cont'd.

4.1.4 Rates and Charges

1. Direct Dialed Calls

Residential \$.10 / minute

Additional charges may apply as stated in Section 3.3.1, Operator Assisted Surcharges.

2. Calling Card Calls

The Customer utilizes an 11-digit "800" access number established by Cox to access a terminal. Upon receiving a second dial tone, the Customer uses push-button dialing to enter an identification code assigned by the Company, followed by the ten-digit number of the called party.

Residential \$.45 / minute

Additional charges may apply as stated in Section 3.3.1, Operator Assisted Surcharges.

3. Rates—Operator Assisted Calls

Residential \$.25 / minute

Additional charges may apply as stated in Section 3.3.1, Operator Assisted Surcharges.

SECTION 4 - IntraLata Toll Service

4.1 Terms and Conditions, cont'd.

4.1.5 Optional Calling Plans

1. Residential Service

A. Cox U.S. Savings Plan

This optional calling plan will provide Cox Residential Customers a competitively priced alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam and CMNI. The plan is a flat \$0.07 per minute all day, every day on direct dialed state-by-state calls with a monthly recurring fee of \$3.95.

B. Simply Five Savings Plan

This optional calling plan will provide Cox Residential Customers a competitively priced alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes direct-dialed calls that originate and terminate within the state and interstate calls, which include all 50 states, the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam and CMNI. The plan is a flat \$0.05 per minute all day, every day on direct dialed intrastate calls with a monthly recurring charge (MRC) of \$4.95.

* Unregulated services under this Tariff.

¹ The MRC will be waived for Customers who subscribe to: (1) Control Plus or Solutions feature packages*, and/or (2) both cable* and/or high-speed internet access* offered by the Cox Affiliated Company. This does not include international or Directory Assistance Calls.

SECTION 5 - Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings will be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

Current Promotional Offerings:

1. Area of Promotion: New Residential Customers who subscribe to Cox Digital Telephone

Service: Local Residential first line service, Custom Calling Features, Solutions Feature Package, Control Plus Feature Package, Cox Connection 100 Package, Cox Unlimited Connection Package.

Charges Waived: Standard Installation Charge

Period: 08/03/2005 through 12/31/2005

2. Area_of_Promotion: New Residential Customers in the Central Florida Local Exchange Market Area

Service: Cox Unlimited Connection Package

Charges Waived: Standard Installation Charge and subscription to Cox Connection Unlimited for the first month of service.

Period: 08/03/2005 through 08/13/2005

SECTION 6 - Service Guarantees

6.1 Satisfaction Guarantees

If a Residential Customer is not completely satisfied with Cox Digital Telephone Service within the first thirty-days (30), the Company will refund the first month's charges on the Primary Line, excluding local toll and long distance charges, features, taxes and fees.

6.2 On-Time Guarantees

The Company offers an On-Time Guarantee to its Customers. If a Cox technician, or agent, does not arrive at the Customer's premises within the prearranged service window, upon Customer's request, Cox will credit the Customer's account \$20 on the next bill cycle.

SECTION 7 - Special Service Arrangements

7.1 Special Service Arrangements

Arrangements may be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this price list. Individual Case Basis (ICB) arrangements shall be available to all similarly situated Customers on a non-discriminatory basis. The requested service or arrangements are not offered under other sections of this price list. The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services. The requested service or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices. These offerings are subject to the availability of necessary Company personnel and capital resources.

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SECTION 8 - Miscellaneous Service Offerings

8.1 Toll Restriction - Customer Initiated

Toll Restriction allows the Customer the flexibility to restrict both business and residential access lines and trunks from billable toll calls, but allows completion of local directory assistance calls. If a Customer attempts to dial a restricted toll call, the Customer's call will be intercepted and an announcement will advise the caller of the toll restriction.

8.1.1 Terms and Conditions

- Where facilities and operating conditions permit, this service will be offered to both business access lines and trunks and residential access lines.
- Toll Restriction may prevent the completion of 1+ local calls.

8.1.2 Rates and Charges

	Non-Recurring	Monthly
Residence, per line	\$4.95	\$2.00

SECTION 8 - Miscellaneous Service Offerings

8.2 Reserved for Future Use

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Issued by: Ida Bourne Manager, Tariff Development 1400 Lake Hearn Drive, N.E. Atlanta, GA 30319

SECTION 8 - Miscellaneous Service Offerings

8.3 Bundled Services Packages

8.3.1 Residential Bundled Services Packages

1. Cox Connection 100 Package

Where facilities and operating conditions permit, the Connection-100 Package will be offered to Residential Customers. The Cox Connection-100 Package is a bundled package of local and long distance telephone services. The Package includes one flat-rate Residential local access line; the Solutions Feature Package; 100 minutes of direct-dialed long distance service; the Simply Five Savings Plan and Voice Mail. The eligibility condition of the Simply Five Savings Plan requires that the Customer select Cox long distance for both PIC and LPIC elections.

The following products and services are included in the Connection-100 Package:

- One (1) flat-rate Residential local access line;
- The Solutions Feature Package;
- 100 minutes of direct-dialed interstate¹ and intrastate long distance service additional minutes are at five cents per minute;
- The monthly recurring charge for the Simply Five savings Plan is waived, and
- Voice Mail¹

Rates and Charges

Central Florida

Monthly Recurring Charge \$34.90 Non-recurring Charges²

Gulf Coast

Monthly Recurring Charge \$38.95 Non-recurring Charges²

Unregulated services under this Tariff.

Non-recurring Line Connection charges as specified in 3.1.A.2 and 3.1.B.2 apply for initial service establishment, additional lines and transfers of service. Non-recurring Account Change charges as specified in 3.1.A.2 and 3.1.B.2 apply for Customers upgrading to Cox Connection-100 packages on existing access lines.

SECTION 8 - Miscellaneous Service Offerings

8.3 Bundled Services Packages, cont'd.

8.3.1 Residential Bundled Services Packages, cont'd.

2. Cox Unlimited Connection (sm) Package with Solutions 1

Where facilities and operating conditions permit, the Cox Unlimited Connection^(sm) Package will be offered to Residential Customers. The Cox Unlimited Connection^(sm) Package is a bundled package of local and long distance telephone services. The Package includes one flat-rate Residential local access line, the Solutions Feature Package, unlimited Residential minutes of direct-dialed long distance service, and Voice Mail.²

The following products and services are included in the package:

- One flat-rate Residential local access line;
- The Solutions Feature Package;
- Unlimited Residential minutes of direct-dialed Interstate² and Intrastate long distance service as defined in Section 4, IntraLata Toll Service, of this Price List, and
- Voice Mail²

Multi-product discounts will apply as follows: Central Florida Customers shall receive a \$5 discount for each 2-product service subscription; or \$10 discount for each 3-product service subscription of the Cox Affiliated Company's high-speed internet access² and/or Cable² Service. For data services this would include Preferred or Premier Service, and for Cable Service, this would include Expanded Video or better. Gulf Coast Customers shall receive a \$5.50 discount for each 2-product service subscription; or \$11 discount for each 3-product service subscription of the Cox Affiliated Company's high-speed internet access² and/or Cable² Service. For data services this would include Preferred or Premier Service, and for Cable Service, this would include Limited and Expanded Video or better. The 3-product discounts as outlined above will not apply for Customers who are already receiving video service through a bulk arrangement.

² Unregulated services under this Tariff.

SECTION 8 - Miscellaneous Service Offerings

8.3 Bundled Services Packages, cont'd.

8.3.1 Residential Bundled Services Packages, cont'd.

2. Cox Unlimited Connection (sm) Package with Solutions, cont'd.

The Company may monitor the Customer's toll usage subject to this Package. If the Customer uses the toll minutes under this Package for non-residential purposes, including but not limited to commercial or broadcast facsimile, resale, and telemarketing; or if the Customer's toll minutes of use in any month exceeds 5,000 minutes, the Customer will be presumed to be in violation of the usage restrictions of this Package. It shall be the responsibility of the Customer to demonstrate to the Company that his or her usage is not in violation of the usage restrictions specified herein.

If the Company determines that the Customer has failed to demonstrate that his or her usage is not in violation of any of the usage restrictions specified herein, the Company may immediately suspend, restrict or cancel the Customer's access to toll service; or may move the Customer's toll service to a plan specified in the Tariff for Business Customers.

Rates and Charges

Central Florida

Monthly Recurring Charge \$49.95 Non-recurring Charge

Gulf Coast

Monthly Recurring Charge \$54.95 Non-recurring Charge¹

Non-recurring Line Connection Charges as specified in 3.1.A.2 and 3.1.B.2 apply for initial service establishment, additional lines and transfers of service. Non-recurring Account Change Charges as specified in 3.1.A.2 and 3.1.B.2 apply to Customers upgrading to Cox Unlimited Connection Package on existing access lines.