

I T L
INTERNATIONAL TELCOM LTD.
417 SECOND AVENUE WEST SEATTLE, WASHINGTON 98119 USA

ORIGINAL

March 8, 1999

VIA AIRBORNE EXPRESS

Florida Public Service Commission
Division of Records and Reporting
Certification and Compliance Section
2540 Shumard Oak Blvd., Gunther Bldg.
Tallahassee, FL 32399-0850

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Greetings:

Enclosed you will find on original and six copies each of International Telcom, Ltd.'s Florida Price List Number 3 for Local Exchange Services. This is filed pursuant to the authority granted to International Telcom, Ltd. to operate in the State of Florida as an Alternative Local Exchange Carrier of telecommunications services (Certificate Number 5531; Order Number PSC-97-1494-FOF-TX).

Please return a stamped copy of the extra copy of this letter in the enclosed prepaid envelope.

If you have any questions regarding these materials, please do not hesitate to communicate them to me. Thank you for your consideration.

Yours truly,



Mike K. Tyler
Director-Local Exchange Services
International Telcom, LTD.
417 Second Avenue West
Seattle, Washington 98119
1-800-733-1335

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TITLE PAGE

**INTERNATIONAL TELCOM, LTD.
417 SECOND AVENUE WEST
SEATTLE, WASHINGTON 98119**

LOCAL EXCHANGE SERVICE

**Proposed Regulations and Schedule of Intrastate
Charges Applying to Local Exchange Service
Within the State of Florida**

Application of Price List

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by International Telcom, Ltd., to Customers within the local exchange service area defined herein.

CHECK SHEET

Sheets 1-48 inclusive of this price list as of the date shown.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	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
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original
24	Original		
25	Original		

EXPLANATION OF SYMBOLS, REFERENCE MARKS AND ABBREVIATIONS

- C - To signify changed conditions or regulation.
- D - To signify discontinued rate, regulation or condition.
- I - To signify increase in rates or charges.
- M - To signify that material has been relocated without change.
- N - To signify new rate, regulation, rule or condition.
- R - To signify a reduction in rate and charges.
- S - Signifies reissued matter.
- T - To signify a change in the word of text, but no change in the rate, rule or condition.
- Z - Signifies a correction

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SECTION 1 - DEFINITIONS

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

Advance Payment: Payment of all or part of a charge required before the initiation of service.

Authorized User: A person, firm, corporation, or any other entity that either is authorized by the Customer to use International Telcom, Ltd.'s local exchange telephone service or is placed in a position by the Customer to use local exchange telephone service.

Bit: The smallest unit of information in the binary system of notation.

Business Service: A switched network service that provides for dial station communications that is described as a business or commercial rate.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Commission: Unless otherwise specified herein, The Florida Public Service Commission.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with International Telcom, Ltd.'s price list regulations.

Direct Inward Dialing: A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

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

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

J-Factor: Proprietary algorithm utilized by International Telcom, Ltd. when, and only when, the Madeline Starworth protocol has been invoked within a telephonic context.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by International Telcom, Ltd. and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

SECTION 1 - DEFINITIONS (Cont'd)

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 Exchange Carrier: A company that furnishes local exchange telephone service.

Mbps: Megabits, or millions of bits, per second.

Multi-Frequency (MF): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key Systems.

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.

Off-Hook: 1. The condition that exists when an operational telephone instrument or other user instrument is in use, i.e., during dialing or communicating. Note: Off-hook originally referred to the condition that prevailed when the separate earpiece, i.e., receiver, was removed from its switchhook, which extended from a vertical post that also supported the microphone, and which connected the instrument to the line when not depressed by the weight of the receiver. 2. One of two possible signaling states, such as tone or no tone and ground connection versus battery connection. Note: If off-hook pertains to one state, on-hook pertains to the other. 3. The active state, i.e., closed loop, of a Customer or PBX user loop. 4. An operating state of a communications link in which data transmission is enabled either for (a) voice or data communications or (b) network signaling.

On-Hook: 1. The condition that exists when an operational telephone, or other user instrument, is not in use. Note: On-hook originally referred to the storage of an idle telephone receiver, i.e., separate earpiece, on a hook that extended from a vertical post that supported the microphone also. The hook was mechanically connected to a switch that automatically disconnected the idle telephone from the network. 2. One of two possible signaling states, such as tone or no tone, or ground connection versus battery connection. Note: If on-hook pertains to one state, off-hook pertains to the other. 3. The idle state, i.e., open loop, of a Customer or PBX user loop. 4. An operating state of a communications link in which data transmission is disabled and a high-impedance, i.e., open circuit, is presented to the link by the end instrument(s). Note: During the on-hook condition, the link is responsive to ringing signals.

Presubscription: An arrangement whereby a Customer may select and designate to International Telecom, Ltd. an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

SECTION 1 - DEFINITIONS (Cont'd)

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

Service Commencement Date: The first day following the date on which International Telcom, Ltd. notifies the Customer that the requested service 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. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for International Telcom, Ltd.'s services provided herein executed by the Customer and International Telcom, Ltd. in the format devised by International Telcom, Ltd. The signing of a Service Order by the Customer and acceptance by International Telcom, Ltd. 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: International Telcom, Ltd.'s telecommunications services offered on International Telcom, Ltd.'s network.

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

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

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

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

SECTION 2 – REGULATIONS

2.1 Undertaking of International Telcom, Ltd.

2.1.1 Scope

International Telcom, Ltd. undertakes to provide telecommunications service in connection with one-way and/or two-way transmission between points within the State of Florida under the terms of this price list.

Customers may use services and facilities provided under this price list to obtain access to services offered by other service providers. International Telcom, Ltd. is responsible under this price list only for the services and facilities provided for in this price list, and it assumes no responsibility for any service provided by any other entity that purchases access to the International Telcom, Ltd. 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

International Telcom, Ltd. reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by International Telcom, Ltd. when necessary due to either lack of facilities or some other cause beyond International Telcom, Ltd.'s control.

The provision 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 capacity of International Telcom, Ltd.'s facilities as well as facilities International Telcom, Ltd. may obtain from other carriers from time to time to provide service as required, at the sole discretion of International Telcom, Ltd.

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, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days, unless otherwise specified herein.

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list.

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of International Telcom, Ltd. (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

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' 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.

This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

Another telephone company must not interfere with the right of any person or entity to obtain service directly from International Telcom, Ltd.

The Customer has no property right to the telephone number or any other call number designation associated with services furnished by International Telcom, Ltd. International Telcom, Ltd. reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever International Telcom, Ltd. deems it necessary to do so in the conduct of its business.

The Customer agrees to operate International Telcom, Ltd. provided equipment in accordance with instructions provided by International Telcom, Ltd. or International Telcom, Ltd.'s agent. Failure to do so will void International Telcom, Ltd. liability for interruption of service and may make the Customer liable for any damage to equipment pursuant to this Section.

The Customer agrees to return to International Telcom, Ltd., or allow International Telcom, Ltd. access to retrieve, all International Telcom, Ltd. provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Such equipment shall be in the same condition as when delivered to the Customer, normal wear and tear excepted. Upon demand, Customer shall reimburse International Telcom, Ltd. for any costs incurred by International Telcom, Ltd. due to Customer's failure to comply with this provision.

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of International Telecom, Ltd. (Cont'd)

2.1.4 Liability of International Telecom, Ltd.

The liability of International Telecom, Ltd. for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by International Telecom, Ltd., or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of International Telecom, Ltd. International Telecom, Ltd. will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any International Telecom, Ltd. service, equipment or facilities, or the acts or omissions or negligence of International Telecom, Ltd.'s employees or agents.

International Telecom, Ltd.'s liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. International Telecom, Ltd.'s ability, if any, with regard to delayed installation of International Telecom, Ltd. 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 associated with the ordering (including the reservation of any specific number for use with a service), 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 2.6, International Telecom, Ltd.'s liability, if any, shall be limited as provided herein.

International Telecom, Ltd. 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, 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 International Telecom, Ltd., 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, work stoppages, or other labor difficulties.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of International Telcom, Ltd. (Cont'd)

2.1.4 Liability of International Telcom, Ltd. (Cont'd)

International Telcom, Ltd. shall not be liable for: (a) any act or omission of any entity furnishing to International Telcom, Ltd. or to International Telcom, Ltd.'s Customers' facilities or equipment used for or with the services International Telcom, Ltd. offers; or (b) for the acts or omissions of other common carriers or warehousemen.

International Telcom, Ltd. shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Customer shall indemnify and hold International Telcom, Ltd. harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by International Telcom, Ltd. International Telcom, Ltd. reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

International Telcom, Ltd. is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of International Telcom, Ltd.'s agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of International Telcom, Ltd.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of International Telcom, Ltd. (Cont'd)

2.1.4 Liability of International Telcom, Ltd. (Cont'd)

Notwithstanding the Customer's obligations as set forth in Section 2.3 below, International Telcom, Ltd. shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via International Telcom, Ltd. service;
- patent infringement claims arising from combining or connecting the service offered by International Telcom, Ltd. with apparatus and systems of the Customer or others;
- all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by International Telcom, Ltd. pursuant to this price list.

The entire liability of International Telcom, Ltd. for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to International Telcom, Ltd. by the Customer for the specific services giving rise to the claim, and no action or proceeding against International Telcom, Ltd. shall be commenced more than one year after the service is rendered.

International Telcom, Ltd. makes no warranties or representations, expressed or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

International Telcom, Ltd. 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 International Telcom, Ltd. services.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of International Telcom, Ltd. (Cont'd)

2.1.4 Liability of International Telcom, Ltd. (Cont'd)

International Telcom, Ltd. does not guarantee nor 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 International Telcom, Ltd. harmless from any and all loss, claims, demands, suits or other actions, 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 International Telcom, Ltd. at such locations.

International Telcom, Ltd. 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 International Telcom, Ltd.'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 International Telcom, Ltd.'s service, that the signals emitted into International Telcom, Ltd.'s network are of the proper mode, bandwidth, 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 following, and that the signals do not damage International Telcom, Ltd. equipment, injure its personnel or degrade service to other Customer. 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 International Telcom, Ltd. equipment, personnel, or the quality of service to other Customers, International Telcom, Ltd. may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, International Telcom, Ltd. may, upon written notice, terminate the Customer's service without liability.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of International Telcom, Ltd. (Cont'd)

2.1.4 Liability of International Telcom, Ltd. (Cont'd)

With respect to Emergency 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. International Telcom, Ltd. is not responsible for any losses, claims, demands, suits 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, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment and facilities furnishing this service.
- (b) Neither is International Telcom, Ltd. responsible 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, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by International Telcom, Ltd. 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 enhanced 911 service, and which arise out of the negligence or other wrongful act of International Telcom, Ltd., the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

International Telcom, Ltd.'s liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of International Telcom, Ltd. 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.

SECTION 2 - REGULATIONS (Cont'd)**2.1 Undertaking of International Telcom, Ltd. (Cont'd)****2.1.4 Liability of International Telcom, Ltd. (Cont'd)**

In conjunction with a non-published telephone number, as described herein, International Telcom, Ltd. will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. International Telcom, Ltd. will make commercially reasonable efforts to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, International Telcom, Ltd. 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, the Customer acknowledges and agrees with the release of information as described above.

In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.5.2, the Customer shall indemnify and save International Telcom, Ltd. harmless against all claims that may arise from either party to the interrupted call or any person.

International Telcom, Ltd. shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5 Notification of Service-Affecting Activities

International Telcom, Ltd. will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine 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. International Telcom, Ltd. will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of International Telcom, Ltd. (Cont'd)

2.1.6 Provision of Equipment and Facilities

International Telcom, Ltd. 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. International Telcom, Ltd. does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

International Telcom, Ltd. 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 International Telcom, Ltd., except upon the written consent of International Telcom, Ltd.

Equipment installed at the Customer Premises for use in connections with the services International Telcom, Ltd. offers shall not be used for any purpose other than that for which International Telcom, Ltd. provided it.

International Telcom, Ltd. 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 International Telcom, Ltd. 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, International Telcom, Ltd. 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 International Telecom, Ltd. (Cont'd)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside International Telecom, Ltd.'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 International Telecom, Ltd. will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in International Telecom, Ltd., its agents or contractors.

2.2 Prohibited Uses

The services International Telecom, Ltd. 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.

International Telecom, Ltd. may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Service furnished under this local exchange price list may not be used, directly or indirectly, by a telecommunications carrier for the purpose of terminating interLATA services. International Telecom, Ltd. reserves the right to:

- (a) Request that Customer provide written certification that it is using service in compliance with this requirement; and/or
- (b) Conduct a site survey of Customer premises upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this price list.

In the event the Customer is found to be using service in violation of this requirement, International Telecom, Ltd. may discontinue the provision of service without notice, any other provision of this price list to the contrary notwithstanding. Customer shall indemnify International Telecom, Ltd. for any losses or penalties incurred due to Customer's misuse of International Telecom, Ltd.'s services obtained under this price list.

SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) The payment of all applicable charges pursuant to this price list;
- (b) Reimbursing International Telcom, Ltd. for damage to, or loss of, International Telcom, Ltd.'s facilities or equipment caused by the acts or omissions of the Customer, or by noncompliance of the Customer with these regulations, or by fire, theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of International Telcom, Ltd. International Telcom, Ltd. will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing the damage and the Customer shall be subrogated to International Telcom, Ltd.'s right of recovery of damages to the extent of such payment;
- (c) Providing, at no charge, as specified from time to time by International Telcom, Ltd., any needed personnel, equipment space and power to operate International Telcom, Ltd. 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;
- (d) Obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of wire/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 Section 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of International Telcom, Ltd.-provided facilities, shall be borne entirely by, or may be charged by International Telcom, Ltd., to the Customer. International Telcom, Ltd. may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service;

SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (e) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which International Telcom, Ltd. employees and/or agents shall be installing or maintaining International Telcom, Ltd.'s facilities and equipment. The Customer may be required to install and maintain International Telcom, Ltd. facilities and equipment within a hazardous area if, in International Telcom, Ltd.'s opinion, injury or damage to International Telcom, Ltd.'s employees or property might result from installation or maintenance by International Telcom, Ltd. 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;
- (f) 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 International Telcom, Ltd. facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible in Section 2.3.1(d) above; and granting and obtaining permission for International Telcom, Ltd. 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 International Telcom, Ltd.;
- (g) Not creating or allowing to be placed or maintained any liens or other encumbrances on International Telcom, Ltd.'s equipment or facilities;
- (h) Making International Telcom, Ltd. facilities and equipment periodically available for maintenance purposes at a time agreeable to both International Telcom, Ltd. and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes; and
- (i) Taking all steps necessary to cancel or otherwise discontinue any local service(s) as described herein.

SECTION 2 - REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.2 Claims**

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

- (a) Any loss, destruction or damage to property of International Telcom, Ltd. or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either International Telcom, Ltd. 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
- (b) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of International Telcom, Ltd.'s services and facilities in a manner not contemplated by the agreement between the Customer and International Telcom, Ltd.

2.4 Customer Equipment and Channels**2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of International Telcom, Ltd.

2.4.2 Station Equipment

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. International Telcom, Ltd. will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required;

SECTION 2 - REGULATIONS (Cont'd)**2.4 Customer Equipment and Channels (Cont'd)****2.4.2 Station Equipment (Cont'd)**

however, where notice is not practical, nothing contained herein shall be deemed to impair International Telecom, Ltd.'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 discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

2.4.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of International Telecom, Ltd. 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 other communications carriers which are applicable to such connections.

Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list.

SECTION 2 - REGULATIONS (Cont'd)**2.4 Customer Equipment and Channels (Cont'd)****2.4.4 Inspections**

Upon reasonable notice to the Customer, and at a reasonable time, International Telcom, Ltd. shall make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation and maintenance of Customer-provided facilities and equipment to International Telcom, Ltd.-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for Customer-provided equipment are not being complied with, International Telcom, Ltd. may take such action it deems necessary to protect its facilities, equipment and personnel. International Telcom, Ltd. will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify International Telcom, Ltd. of the action taken. If the Customer fails to do this, International Telcom, Ltd. may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. International Telcom, Ltd. will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements**2.5.1 Payment for Services**

The Customer is responsible for payment of all charges for service and facilities provided by International Telcom, Ltd. to the Customer or its Joint or Authorized Users. Objections must be received by International Telcom, Ltd. within thirty (30) days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than International Telcom, Ltd. imposes charges on the International Telcom, Ltd., in addition to its own internal costs, in connection with a service for which an International Telcom, Ltd. Non-Recurring Charge is specified, those charges may be passed on to the Customer.

SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Services (Cont'd)

Taxes: The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on International Telcom, Ltd.'s net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on International Telcom, Ltd.'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.

A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim to levy, a gross receipts tax on International Telcom, Ltd.'s operation in such state, or a tax on interstate access charges incurred by International Telcom, Ltd. for originating access to telephone exchanges in that state.¹ This surcharge is based on the amount of the particular state's receipts tax and other state taxes imposed on International Telcom, Ltd. by virtue of, and measured by, the gross receipts or revenues of International Telcom, Ltd. 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.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

All service, installation, Monthly Recurring Charges and Non-Recurring Charges are due and payable upon request.

International Telcom, Ltd. shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

¹Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, International Telcom, Ltd. 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, International Telcom, Ltd. will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by International Telcom, Ltd. or if they were delivered over to the taxing jurisdiction and returned to International Telcom, Ltd.

SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

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 thirty (30) days.

Amounts not paid within thirty (30) days after the date of invoice are considered past due.

A \$10.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

2.5.3 Disputed Bills

The Customer shall notify International Telcom, Ltd. of any disputed items on a bill within thirty (30) days of receipt of the bill. If the Customer and International Telcom, Ltd. 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.

The date of the dispute shall be the date International Telcom, Ltd. receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date International Telcom, Ltd. completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, International Telcom, Ltd. may require a Customer to make an advance payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advanced Payment may also include a amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between International Telcom, Ltd. and the Customer. The Advance Payment will be credited to a Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 [*Reserved for Future Use*]

SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

Upon nonpayment of any amounts owing to International Telcom, Ltd., and after 30 days from the due date, International Telcom, Ltd. may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

Upon violation of any of the other material terms or conditions for furnishing service, International Telcom, Ltd. may, by giving thirty (30) days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by International Telcom, Ltd. to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, International Telcom, Ltd., by notice to the Customer, may discontinue or suspend service without incurring any liability.

Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, International Telcom, Ltd. may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.

Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, International Telcom, Ltd. may immediately discontinue or suspend service without incurring any liability.

International Telcom, Ltd. may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

Immediately and without notice if International Telcom, Ltd. deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
International Telcom, Ltd. may discontinue service pursuant to this Section 2.5.6 if:

SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- (a) The Customer refuses to furnish information to International Telcom, Ltd. regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to International Telcom, Ltd. regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of International Telcom, Ltd.'s service(s); or
- (c) The Customer has been given ten (10) day written notice by International Telcom, Ltd. of any past due amount (which remains unpaid in whole or in part) for any of International Telcom, Ltd.'s other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, of price listed charges for the service by:
 - (1) Using or attempting to use service by rearranging, tampering with, or making connections to International Telcom, Ltd.'s service not authorized by this price list; or
 - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3) Any other fraudulent means or devices; or
- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) Use of services for unlawful purposes.

SECTION 2 - REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service (Cont'd)**

Immediately, upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due; or

Ten (10) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that period.

The suspension or discontinuance of service(s) by International Telcom, Ltd. pursuant to this Section does not relieve the Customer of any obligation to pay International Telcom, Ltd. for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

Upon International Telcom, Ltd.'s discontinuance of service to the Customer under Section 2.5.6, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to International Telcom, Ltd. at law or in equity or under the provisions of this price list.

2.6 Allowances for Interruptions of Service**2.6.1 Credit for Interruptions**

When the use of service or facilities furnished by International Telcom, Ltd. is interrupted due to any cause other than the negligence or willful act of the Customer or the operation or failure of the facilities and 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 to or known to exist by International Telcom, Ltd., except as otherwise specified in International Telcom, Ltd.'s price lists. 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

SECTION 2 - REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the Monthly Recurring Charges specified hereunder for Local Line or Local 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.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) 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 International Telcom, Ltd.;
- (b) Interruptions due to the negligence of any person other than International Telcom, Ltd. including but not limited to the Customer or other common carriers connected to International Telcom, Ltd.'s facilities;
- (c) Interruptions due to the failure or malfunction of non-International Telcom, Ltd. equipment;
- (d) Interruptions of service during any period in which International Telcom, Ltd. is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) Interruptions of service during any period when the Customer has released service to International Telcom, Ltd. for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) Interruption of service due to circumstances or causes beyond the control of International Telcom, Ltd.

SECTION 2 - REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.3 Use of Alternative Service Provided by International Telcom, Ltd.

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

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

Applications for service are noncancellable unless International Telcom, Ltd. otherwise agrees. Where International Telcom, Ltd. 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 as specified below.

Where, prior to cancellation by the Customer, International Telcom, Ltd. incurs any expenses in installing the service or in preparing to install such service that it otherwise would not have incurred, a charge equal to the costs International Telcom, Ltd. incurred, less net salvage, shall apply, but in no case shall this amount exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against International Telcom, Ltd. that would have been chargeable to the Customer had service begun.

The special charges described in this Section will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to International Telcom, Ltd. the following sums which shall be due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2, all costs, fees and expenses reasonably incurred in connection with:

- (1) All Non-Recurring Charges reasonably expended by International Telcom, Ltd. to establish service to the Customer; plus

SECTION 2 - REGULATIONS (Cont'd)**2.7 Cancellation of Service (Cont'd)****2.7.2 Cancellation of Service by the Customer (Cont'd)**

- (2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by International Telcom, Ltd. on behalf of the Customer; plus
- (3) All Recurring Charges specified in the applicable price list for the balance of the then current term.

2.8 Transfers and Assignments

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

2.9 Notices and Communications

The Customer shall designate on the Service Order an address to which International Telcom, Ltd. shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which International Telcom, Ltd.'s bills for service shall be mailed.

International Telcom, Ltd. shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that International Telcom, Ltd. may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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 International Telcom, Ltd., 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.

International Telcom, Ltd. 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 – SERVICE DESCRIPTIONS

3.1 Local Exchange Service

International Telcom, Ltd.'s Local Telephone Service provides a Customer with the ability to connect to International Telcom, Ltd.'s switching network which enables the Customer to:

- (a) Place or receive calls to any calling station in the local calling area, as defined herein;
- (b) Access enhanced 911 Emergency Service;
- (c) Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- (d) Access Operator Services;
- (e) Access Directory Assistance for the local calling area;
- (f) Place or receive calls to 800/8XX telephone numbers;
- (g) Access Telecommunications Relay Service.

3.1.1 Service Area

International Telcom, Ltd. will provide Local Exchange Service throughout the State of Florida except for those areas of the state that are precluded by Section 364.337(1), Florida Statutes.

3.2 Business Services

3.2.1 Local Line

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

Standard Features: Each Local Line Customer is provided with the following standard features:

Class of Service
Customer Group Dialing Plan

SECTION 3 – SERVICE DESCRIPTIONS

3.2 Business Services (Cont'd)

3.2.1 Local Line (Cont'd)

Local Line Rates and Charges/High Capacity Inbound Service: A Local Line and High Capacity Inbound Service Customer will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and usage charges as specified in this Section. Local Line Charges will vary based on whether the Customer chooses the per call, per minute, or flat rate option, as specified in this Section. The usage rates in Section 3.2.3 will only apply to those Customers who choose the Per Call or Per Minute Option specified in this Section.

Non-Recurring Charges

Line Connection Charge (Per Line)	\$35.00
Account Setup (Per Account)	\$56.00
Account Changes	
Moves, Changes, Additions (Per Change)	\$38.00
Account Changes (Per Billing Record Change)	\$38.00
Line Restoral Charge ¹	\$56.00
Suspension of Service Restoral Charge (Per Line) ²	\$56.00

¹Applies for line restoral after temporary interruption of service initiated by International Telecom, Ltd. If service is temporarily interrupted and payment is not received within 10 days following the interruption, International Telecom, Ltd. reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply for a new installation of service.

²Applies for line restoral after Customer-initiated suspension.

Monthly Recurring Charges

Local Line -- Line Charge (Per Line)	
Per Call Option	\$17.67
Flat Rate Option	\$29.90
Per Minute Option	\$17.67

Usage Rates: The rates in Section 3.2.3 apply.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.2 Business Services (Cont'd)

3.2.2 Local Trunk

Local, Trunk(s) provide Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks can be provisioned as either analog or digital and will be provided in the following manner:

Local Trunk-Basic: Local Trunk - Basic can be used to carry one-way outbound traffic, one-way inbound or two-way traffic.

One-Way Outbound: Provides the Customer with a single analog or digital connection which is restricted to carry outbound traffic only.

One-Way Inbound or Two-Way: Provides the Customer with a single analog or digital connection which can carry one-way inbound or two-way traffic.

Features: The following features are available:

Multiline Hunting

Optional Features: Digital Interface - Digital Interface provides a DS1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic [DID] trunks to the Customer's PBX or trunk-capable Key System. Digital Interface can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof. Applicable Non-Recurring and Recurring Charges can be found in this Section.

Local Trunk-Basic Rates and Charges/High Capacity Inbound Service: A Local Trunk - Basic and High Capacity Inbound Service Customer will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and Usage Charges as specified in this Section.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.2 Business Services (Cont'd)

3.2.2 Local Trunk (Cont'd)

Local Trunk-Basic Rates and Charges/High Capacity Inbound
Service (Cont'd)

Non-Recurring Charges

Line Connection Charges (Per Trunk)	\$35.00
Account Setup (Per Account)	\$56.00
Account Changes Moves, Changes, Additions (Per Change)	\$38.00
Account Changes (Per Billing Record Change)	\$38.00
Line Restoral Charge ¹	\$56.00
Suspension of Service Restoral Charge (Per Trunk) ²	\$56.00
Digital Interface Channelization Charge (Per Channel)	\$0.00

¹Applies for trunk restoral after temporary interruption of service initiated by International Telcom, Ltd. If service is temporarily interrupted and payment is not received within 10 days following the interruption, International Telcom, Ltd. reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

²Applies for trunk restoral after Customer-initiated suspension.

Monthly Recurring Charges

Local Trunk - Basic Charge (Per Trunk)	
Per Call Option	\$31.07
Flat Rate Option	\$52.05
Per Minute Option	\$31.07

Usage Rates: The rates in Section 3.2.3 will apply.

Local Trunk - Direct Inward Dialing (DID): Provides the Customer with a single analog or digital connection which can carry one-way, inbound traffic.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.2 Business Services (Cont'd)

3.2.2 Local Trunk (Cont'd)

Local Trunk - Direct Inward Dialing (DID) (Cont'd)

Direct Inward Dialing Numbers: Telephone numbers can be obtained in blocks of 20 numbers. Additional monthly charges will apply, as specified in this Section.

Optional Features: A Local Trunk DID Customer may order the following optional features, at the rates specified in this Section:

Digital Interface - Digital Interface provides a DSI digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic [DID] trunks to the Customer's PBX or trunk-capable Key System. Digital Interface can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof. Applicable Non-Recurring and Recurring Charges can be found in this Section.

Direct Inward Dialing Rates and Charges/High Capacity Inbound Service: A Customer who orders a Local Trunk - DID trunk will be charged applicable Non-Recurring Charges and Monthly Recurring Charges as specified in this Section.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.2 Business Services (Cont'd)

3.2.2 Local Trunk (Cont'd)

Direct Inward Dialing Rates and Charges/High Capacity
Inbound Service (Cont'd)

Non-Recurring Charges

Installation	
Each DID Connection (Per Trunk)	\$104.20
DID Number Charge	
- First Block of 20 Numbers	\$915.00
- First Block of 100 Numbers	\$550.00
Each Additional Block of 20 Numbers	\$40.00
Each Additional Block of 100 Numbers	\$175.00
Account Setup (Per Account)	\$56.00
Account Changes Moves, Changes, Additions (Per Change)	\$38.00
Account Changes (Per Billing Record Change)	\$38.00
Line Restoral Charge (Per Trunk) ¹	\$56.00
Suspension of Service Restoral (Per Trunk) ²	\$56.00

¹Applies for trunk restoral after temporary interruption of service initiated by International Telcom, Ltd. If service is temporarily interrupted and payment is not received within 10 days following the interruption, International Telcom, Ltd. reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

²Applies for trunk restoral after Customer-initiated suspension.

Optional Feature

Digital Interface Channelization Charge (Per Channel)	\$0.00
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SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.2 Business Services (Cont'd)

3.2.2 Local Trunk (Cont'd)

**Direct Inward Dialing Rates and Charges/High Capacity
Inbound Service (Cont'd)****Monthly Recurring Charges**

Local Trunk – DID Charge (Per Trunk)	\$78.00
DID Number Change (Per Each Block of 20 Numbers)	\$100.00
Initial Block of 100 Numbers	\$440.00
Each Additional Block of 100 Numbers	\$44.00
Interim Local Number Portability	\$0.00/number
Digital Interface Channelization Charge (Per Channel)	\$0.00

Local Trunk - 2 Way Direct: Provides the Customer with a two-way direct dial digital or analog connection which can carry both inbound and outbound traffic and the ability to route a block of numbers to a trunk group, receive outpulsed digits on calls incoming through that trunk group and make outgoing calls using the same trunks.

2 Way Direct Dialing Numbers: Telephone numbers can be obtained in blocks of 20 numbers. Non-Recurring Charges and Monthly Recurring Charges will apply, as specified in this Section.

2 Way Direct Rates and Charges/High Capacity Inbound Service: A Customer who orders a Local Trunk will be charged applicable Non-Recurring Charges, Monthly Recurring Charges, and Usage Rates as specified in this Section.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.2 Business Services (Cont'd)

3.2.3 Usage Rates

All Local Exchange Service Customers may order service on a per minute or per call usage basis as stated below. These rates will apply to all outgoing direct-dialed calls placed to stations within the callers local exchange areas, as defined within. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

Per Call Usage Rate: The following rates will apply on a per call basis, regardless of the duration of the call. The following rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

Per Call Usage Rate	\$0.1200
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Per Minute Usage Rate: The following rates will be applied on a per minute basis. Peak rates will apply from 8:00 a.m. through 5:00 p.m. Monday through Friday. Off-Peak rates will apply at all other times.

Per Minute Usage Rate	Peak	Off-Peak
First Minute	\$0.066	\$0.034
Additional Minute	\$0.022	\$0.012

3.2.4 [*Reserved for Future Use*]3.2.5 [*Reserved for Future Use*]

3.2.6 Digital T-1 Service

Digital T-1 Service provides a credit for Customers who purchase digital trunks in blocks of 24 (an entire T-1). Customers who order an entire T-1 will be charged applicable non-recurring trunk and monthly recurring trunk charges as specified below for Local Trunk depending on service for which Customer subscribes. Terms, conditions, and other charges, as described elsewhere in this price list, apply as appropriate.

Non-Recurring Charges

Applicable rates for Non-Recurring Charges for Local Trunk-Basic Flat Rate Option (Digital), Local Trunk-DID (Digital) and Local-Trunk 2 Way Direct (Digital) will apply. The rates in Section 3.2.2 will apply for Non-Recurring Charges.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.2.6 Digital T-1 Service (Cont'd)

Monthly Recurring Charges

Applicable rates for Monthly Recurring Charges for Local Trunk-Basic Flat Rate Option (Digital), Local Trunk-DID (Digital) and Local-Trunk 2 Way Direct (Digital) will apply. The rates in Section 3.2.2 will apply for Monthly Recurring Charges.

Customers enrolling in this service will receive the following monthly credit per trunk per T-1 ordered:

	Credit Per Trunk
Local Trunk - Basic (Digital) (Flat Rate Option)	\$27.00
Local Trunk - DID/2 Way Direct (Digital)	\$27.00

Credits earned during a partial billing period will be given in their entirety and will not be pro-rated.

In addition to the above charges, rates for usage will apply if applicable, as specified in Section 3.2.3.

Customers must retain their original T-1 configuration. Customers who disconnect trunks from the original T-1 configuration will no longer receive the credits for that T-1. Customers may enroll more than one T-1 in this service.

3.3 Residential Services

3.3.1 Flat Rate Service

Non-Recurring Connection Charges

First Line (Per Customer Request)	\$40.00
Additional Line (Each)	\$12.00

Monthly Rates

The rates specified herein entitle Customers to an unlimited number of messages to all exchange access bearing the designation of Central Offices within the exchanges included in the Local Service Area.

Individual Service	\$10.65
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SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.3 Residential Services (Cont'd)

3.3.2 Message Rate Service

Non-Recurring Connection Charges

First Line (Per Customer Request)	\$40.00
Additional Line (Each)	\$12.00

Monthly Recurring Charge

Each Base Service Line	\$7.18
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Usage Charge

The monthly message allowance, per line, is 30 outgoing local messages. Additional outgoing local messages to the Local Calling Area in excess of the allowance:

Per Message	\$0.10
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3.4 Directory Assistance

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

Each call to Directory Assistance will be charged as follows:

Per Call Charge	\$0.75
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The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

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 credit, the Customer must notify its Customer Service representative.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.5 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls.

3.6 Directory Listings

International Telcom, Ltd. shall provide for a single directory listing, termed the primary listing in the telephone directory, published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number, associated with a Customer's service will be provided for a Monthly Recurring Charge per listing.

International Telcom, Ltd. 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 a Customer, no additional charge is made.

International Telcom, Ltd. may refuse a listing which known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of International Telcom, Ltd., 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 the listed party. International Telcom, Ltd., upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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. International Telcom, Ltd., upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

In order for listings to appear in an upcoming directory, the Customer must provide the listing to International Telcom, Ltd. in time to meet the directory publishing schedule.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)**3.6 Directory Listings (Cont'd)**

Directory listings are provided in connection with each Customer service as specified herein.

Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, and the address and telephone number of the Customer. This listing is provided at no additional charge. Omission of address will be provided at no additional charge.

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 this Section.

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 Customer's telephone listing will be omitted or deleted from the Directory Assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Non-Published Listings are specified in this Section.

Non-Listed Numbers: A Non-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 Directory Assistance and other records and will be given to any calling party. Rates for Non-Listed Listings are specified in this Section.

Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area will be furnished, where available. The Customer will be charged the rates specified in the price list published by the specific exchange carrier providing the Foreign Listing.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.6 Directory Listings (Cont'd)

Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls. Rates for *Alternate Call Listing* are specified in this Section.

Non-Recurring Charges: Non-Recurring Charges associated with *Directory Listings* are as follows:

Primary Listing	N/C
Additional Listing	\$19.00
Alternate Call Listing	N/C
Non-Listed Number	\$19.00
Non-Published Number	\$19.00

Recurring Charges: Monthly Recurring Charges associated with *Directory Listings* are as follows:

Primary Listing	N/C
Additional Listing	\$2.00
Alternate Call Listing	\$2.00
Non-Listed Number	\$2.00
Non-Published Number	\$2.00

3.7 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).

3.8 Vanity Telephone Numbers

At the request of the Customer, International Telecom, Ltd. may assign a number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3.

SECTION 3 – SERVICE DESCRIPTIONS (Cont'd)

3.8 Vanity Telephone Numbers (Cont'd)

The following charges will apply for Vanity Telephone Numbers:

Non-Recurring (Per Number)	\$75.00
Monthly Recurring (Per Number)	\$2.00

3.9 Telecommunications Relay Service (TRS) •

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls.

3.10 Presubscription

PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA toll calls, without dialing the Access Code. The following charge applies each time the Customer requests a change to their intraLATA PIC. This charge applies per line or per trunk for each Local Line or Local Trunk PIC change requested, subsequent to the initial designation.

PIC-2 Change (Per Line or Per Trunk)	\$1.49
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3.11 Lifeline Services

International Telcom, Ltd. will offer either the Lifeline Service Option, providing a full waiver of the \$3.50 federal subscriber line charge, depending upon local circumstances.

SECTION 4 – PROMOTIONAL OFFERINGS

International Telcom, Ltd., from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges described in this price list for the promoted service. The promotional offerings may be limited as to the duration, date and times of the offerings and the locations where the offerings are made.

SECTION 5 – INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a Case-by-Case Basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this price list. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

SECTION 6 – SPECIAL CONSTRUCTION**6.1 International Telcom, Ltd.-Imposed Special Construction Charges**

When a Customer Service Request meets any one or more of the conditions set forth below, International Telcom, Ltd. may perform, or have performed, Special Construction to meet the Customer's needs. In such instance, Recurring and Non-Recurring Special Construction Charges will be determined on an Individual Case Basis, and the Customer must agree to pay such charges prior to service installation and provision. Special Construction is required when:

- International Telcom, Ltd. does not have existing facilities in place to satisfy the Customer's request;
- International Telcom, Ltd. has no other planned use for the facilities requested;
- the Customer requests that service be furnished using a particular type of facility, or via a route other than that which International Telcom, Ltd. would normally use; and/or
- the Customer requests the construction of more facilities than would normally be required to satisfy its request.

6.2 International Telcom, Ltd. Pass Through Special Construction Charges

When Special Construction charges are imposed on International Telcom, Ltd. by a third party in order to meet a Customer's request, International Telcom, Ltd. will pass the charges through to the Customer. Charges passed through to the Customer will include, but will not be limited to, the charges imposed by Incumbent Local Exchange Carriers, Competitive Exchanges Carriers, Other Contractors, and Local, State or Federal Government.