
LOCAL EXCHANGE SERVICES

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

MassComm Inc. d/b/a Mass Communications

WITHIN THE STATE OF FLORIDA

Issued: March 26, 2010

EFFECTIVE:

JUN 29 2010

Issued by:

Darren R. Mass, President & CEO
65 Broadway, Suite 1803
New York, NY 10006

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LOCAL EXCHANGE SERVICES

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	25	Original	*	50	Original
1	Original	*	26	Original	*	51	Original
2	Original	*	27	Original	*	52	Original
3	Original	*	28	Original	*	53	Original
4	Original	*	29	Original	*	54	Original
5	Original	*	30	Original	*	55	Original
6	Original	*	31	Original	*	56	Original
7	Original	*	32	Original	*	57	Original
8	Original	*	33	Original	*	58	Original
9	Original	*	34	Original	*	59	Original
10	Original	*	35	Original	*	60	Original
11	Original	*	36	Original	*	61	Original
12	Original	*	37	Original	*	62	Original
13	Original	*	38	Original	*	63	Original
14	Original	*	39	Original	*	64	Original
15	Original	*	40	Original	*	65	Original
16	Original	*	41	Original	*	66	Original
17	Original	*	42	Original	*	67	Original
18	Original	*	43	Original	*	68	Original
19	Original	*	44	Original	*	69	Original
20	Original	*	45	Original	*	70	Original
21	Original	*	46	Original	*	71	Original
22	Original	*	47	Original	*	72	Original
23	Original	*	48	Original	*	73	Original
24	Original	*	49	Original	*	74	Original

* - indicates those pages included with this filing

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CHECK SHEET, (CONT'D.)

PAGE	REVISION	*	PAGE	REVISION	*	PAGE	REVISION	*
75	Original	*	87	Original	*	99	Original	*
76	Original	*	88	Original	*			
77	Original	*	89	Original	*			
78	Original	*	90	Original	*			
79	Original	*	91	Original	*			
80	Original	*	92	Original	*			
81	Original	*	93	Original	*			
82	Original	*	94	Original	*			
83	Original	*	95	Original	*			
84	Original	*	96	Original	*			
85	Original	*	97	Original	*			
86	Original	*	98	Original	*			

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EXPLANATION OF SYMBOLS

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

- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (T) - To signify a change in text but no change in rate or regulation.

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LOCAL EXCHANGE SERVICES

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the state of Florida.

PRICE LIST FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the price list. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the FPSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their price list approval process, the most current page number on file with the Commission is not always the price list pages in effect. Consult the check sheet for page currently in effect.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular page is the most current on file with the FPSC.

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LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS

For the purpose of this price list, the following definitions will apply:

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Number Identification ("ANI") - Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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

Collocation - An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

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

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

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LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

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

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

Duplex Service - Service which provides for simultaneous transmission in both directions.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by BellCore.

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LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint - stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Kbps - Kilobits per second, denotes thousands of bits per second.

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.

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LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

Local Interconnection Trunking Service - A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

MassComm - MassComm Inc. d/b/a Mass Communications, the issuer of this price list.

Mbps - Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF") - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Nonrecurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA - Numbering plan area or area code.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Point of Presence ("POP") - Point of Presence

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

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LOCAL EXCHANGE SERVICES

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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

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

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Tandem - A class 4 switch facility to which NPA and NXX codes are subtended.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

UNE - Unbundled Network Element is a component element of local service the Company purchases from another local exchange company. The UNE elements as utilized in this price list refer to local services the company provides through a combination of its facilities and the facilities of other local exchange carriers.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission originating from points within the State of Florida, and terminating within a local calling area as defined herein.

The Company is responsible under this price list only for the services and facilities provided hereunder, 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

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. 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 capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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LOCAL EXCHANGE SERVICES

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have thirty (30) days.
- B. 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the price list, 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 thirty (30) days written notice. Any termination shall not relieve the 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.
- D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this price list; or
 - 2. the Customer is using the service in violation of the law.
- E. This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

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LOCAL EXCHANGE SERVICES

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- F.** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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LOCAL EXCHANGE SERVICES

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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LOCAL EXCHANGE SERVICES

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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LOCAL EXCHANGE SERVICES

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this price list does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

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

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. 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. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND 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.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**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 applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and Nonrecurring installation charges as stated in this price list will apply.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND 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. 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed 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;
- D. 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 Communications Services 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 and all costs associated with the 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.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND 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 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 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;
- 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; 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;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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LOCAL EXCHANGE SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B.** 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY Florida PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- A. Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C. Communications 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.
- D. Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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LOCAL EXCHANGE SERVICES

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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LOCAL EXCHANGE SERVICES

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

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated Nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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LOCAL EXCHANGE SERVICES

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

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C. Deposits will accrue interest annually at the rate of 7% per annum in accordance with Florida Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.

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LOCAL EXCHANGE SERVICES

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

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Florida gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

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LOCAL EXCHANGE SERVICES

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

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.2 Billing and Collection of Charges, (Cont'd.)**

- E.** Customer's bills for telephone service are due on the due date specified on their bill. A customer is in default unless full payment is made on or before the due date. If a bill is not paid in full, a late charge of 1.5% per month will be applied against all balances that are past due. Terms apply as well to any payments received by the Company where the funds are not immediately available upon presentment. For an account to be brought current, both the overdue balance and any outstanding finance charges must be paid in full. For partial payment received, finance charges will continue to be applied against the amount of the bill's outstanding balance until full payment of both the outstanding balance and any outstanding finance charges are received.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. 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. The address of the Commission is as follows:
- Florida Public Service Commission
2540 Shumard Oaks Boulevard
Tallahassee, Florida 32399-0850
- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3.B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause

- F. Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H. Without notice in the event of tampering with the equipment or services furnished by the Company.
- I. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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

2.6 Payment Arrangements, (Cont'd.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- A. 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.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5.A. through 2.6.5.C. will be calculated and applied on a case-by-case basis.

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Service Requested

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

2.6.7 Bad Check Charge

A service charge equal to the greater of \$25.00 will be assessed in accordance with Florida law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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LOCAL EXCHANGE SERVICES

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

2.7 Allowances for Interruptions in Service

2.7.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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LOCAL EXCHANGE SERVICES

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

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this price list by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. 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;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.5 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 or joint user;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C. interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E. 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;
- F. interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this price list.

2.8.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this price list, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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LOCAL EXCHANGE SERVICES

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

2.9 Use of Customer's Service by Others

2.9.1 Resale and Sharing

SECTION 2.9.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this price list. Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.10 Transfers 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 to a) 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.

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LOCAL EXCHANGE SERVICES

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

2.11 Notices and Communications

- 2.11.1 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.
- 2.11.2 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.
- 2.11.3 Except as otherwise stated in this price list, 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 placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Levels of Service Quality**

The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services which meet the quality standards described in this Section. However, as a reseller of Incumbent Local Exchange Carrier ("ILEC") services, the Company's ability to meet these quality standards is ultimately subject to the availability of ILEC facilities and equipment and the timeliness of the ILEC's response to Company initiated requests for service installation and repair. Service quality standards are also subject to the additional limitations:

- 2.12.1** Quality standards for installation, maintenance and repair as described herein apply only to single-line residential and business services. Installation, maintenance and repair standards for non-basic service will vary by service type, customer location, quantities of lines and/or features, or other factors which may lengthen the time required to install, restore or repair a Customer's service.
- 2.12.2** Quality standards described in this section do not apply in emergency situations, which include but are not limited to service areas affected by acts of God, fires, floods, earthquakes, hurricanes, tornados, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.
- 2.12.3** Quality standards apply to services and equipment provided by the Company only. The Company may be unable to meet these standards due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.
- 2.12.4** The Company's liability in the event that it is unable to meet the quality standards described herein shall be subject to the limitations of liability as provided in Section 2.1.4 and credits and allowances for interruptions of service as provided in Section 2.7 of this Price List.

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LOCAL EXCHANGE SERVICES

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

2.12 Levels of Service Quality, (Cont'd.)

2.12.5 Installations

Where central office and outside plant facilities are readily available, the Company will establish as its objective the following working intervals for fulfillment of single-line residential and business Customer requests for primary service following receipt of application for same when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved:

- 90% fulfillment within 5 working days
- 95% fulfillment within 30 calendar days
- 100% fulfillment within 60 calendar days

2.12.6 Maintenance and Repairs

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. The Company will establish as its objective the following standards for repair or restoration of service for single-line residential and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem.

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

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LOCAL EXCHANGE SERVICES

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

2.12 Levels of Service Quality, (Cont'd.)

2.12.7 Grade of Service

Subject to the adequacy of facilities and equipment provided to the Company by Incumbent Local Exchange Carriers, the Company shall establish as its objective the following grade of service standards:

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

2.13 Special Promotions

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

2.14 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the price list).

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LOCAL EXCHANGE SERVICES

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

2.15 Cancellation or Modification of Service by Customer

- 2.15.1** Residential Customers may cancel Service by providing written or oral notice to Company at least five (5) days prior to cancellation. The notice must specify the date on which service is to be discontinued.
- 2.15.2** Business Customers may cancel service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which service is to be discontinued.
- 2.15.3** The Customer cancels service before the Company completes installation of the Service and at the time of cancellation the Company has incurred any expense in installing services or preparing to install service that it would not otherwise have incurred, a charge equal to the cost the Company incurred will apply. In no case will this charge exceed the charge for the minimum period of service ordered, including installation charges and Nonrecurring charges and all amounts others may charge the Company that would have been chargeable to the Customer had service been initiated.
- 2.15.4** If the Customer cancels service after the Company has completed installation, the charge set forth in Section 2.15.3. will apply to the extent the Company has not yet recovered the costs described in Section 2.15.3. In addition, the minimum service period obligations will apply regardless of whether service has been initiated and the charges due.
- 2.15.5** In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

2.16 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Territory

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the Incumbent LEC.

3.2 Method of Applying Rates

A. Charges Based on Duration or Time of Use

Where charges for a service are specified based on the duration or time of use, such as the duration of a telephone call or the time period of a call, the following rules apply:

- (1) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- (2) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- (3) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (4) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (5) All times refer to local time.

B. Definition of Time Periods

Day	8 a.m. – up to and including 5 p.m.
Evening	5 p.m. – up to and including 11 p.m.
Night/Weekend	11 p.m. – up to and including 8 a.m. weekdays, Saturday and Sunday

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 LOCAL EXCHANGE SERVICES

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

3.2 Method of Applying Rates, (Cont'd.)

C. Charges Based on Distance

Where charges for a service are specified based upon distance, the following rules apply:

- (1) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- (2) The airline distance between any two rate centers is determined as follows:
 - (a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
 - (b) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - (c) Square each difference obtained in step (b) above.
 - (d) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
 - (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - (f) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

3.3 Usage Rates

The rate schedules set forth herein are applicable to the Company's Direct Dial Message Telecommunication Service offering for calls originating and terminating within the State. The total charge for each completed call consists of the measured usage charge incurred, which charge is dependent on the time duration, distance and time of day.

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LOCAL EXCHANGE SERVICES

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

3.4 Connection Charge

The Connection Charge is a nonrecurring charge which applies to the following:

- * the installation of a new service;
- * the transfer of an existing service to a different location;
- * a change from one class of service to another at the same or a different location; or
- * restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of two charges: Service Order; and Premises Visit.

Both charges may not be applicable in all cases.

3.4.1 The general application of these charges is as follows

- A. Service Order:** a Service Order charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.
- B. Premises Visit:** a Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change. Only one charge applies per customer order.
- C. Service Calls:** When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed.
- D. Central Office Line charge:** a Central Office Line Charge applies per customer.

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LOCAL EXCHANGE SERVICES

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

3.4 Connection Charge, (Cont'd.)

3.4.2 Exceptions to the Charge

No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.

The Company may from time to time waive or reduce the charge as part of a promotion.

Each promotional offering will be filed with and approved by the Commission before Carrier commences provision of service.

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LOCAL EXCHANGE SERVICES

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

3.4 Connection Charge, (Cont'd.)

3.4.3 Special Construction

A. Basis for Cost Computation

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) a combination thereof.

Special construction shall be subject to the provisions of General Order No.96-A.

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

- (1) Installed cost of the facilities to be provided including estimated costs for the rearrangement of existing facilities. Cost installed include the cost of:
 - equipment and materials provided or used,
 - engineering, labor, and supervision,
 - transportation, and
 - right of way;
- (2) cost of maintenance;
- (3) depreciation on the estimated cost installed of any facility provided, based on the anticipated useful service life of the facility with an appropriate allowance for the estimated net salvage;
- (4) administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items.

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LOCAL EXCHANGE SERVICES

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

3.5 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed herein.

3.6 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Including rearrangement or reclassification - of existing service at the same location.

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

3.7 Record Order Charge

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

1. addition of directory listings
2. change in listed name
3. change of address
4. change of billing party
5. change in listed service to non-published service, not involving a change of telephone number.

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LOCAL EXCHANGE SERVICES

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

3.8 Charges Associated with Premises Visit

3.8.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

3.8.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

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

3.8 Charges Associated with Premises Visit, (Cont'd.)

3.8.3 Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Charge to be billed will be based on the actual time and materials charges incurred when a customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

B. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

3.9 Primary Interexchange Carrier Change Charge

The customer may incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service. A charge is assessed on a change to the customer's interLATA and intraLATA provider.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.10 Public Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan, effective October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate, interstate, and international calls that originate from any domestic pay telephone used to access Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

3.11 Residential and Business Service

Residential and Business Service is either Measured Service or Flat Usage Service.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.12 Busy Line Verification and Interrupt Service**

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

The operator verifies that the line is busy with a call in progress. The operator verifies that the line is available for incoming calls.

The operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when the calling party advises that the call is from an official public emergency agency.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.13 Trap Circuit Service**

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held to trace.

3.13.1 Regulations

- A.** This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- B.** The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- C.** The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- D.** The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

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LOCAL EXCHANGE SERVICES

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

3.14 Directory Assistance

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

3.14.1 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- 4. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Up to a maximum of 50 requests per month.

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LOCAL EXCHANGE SERVICES

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

3.15 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized Original party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.16 Blocking Service****3.16.1 General**

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

900, 971, 974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 974 and 700 prefixes from being placed.

Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.

Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

3.16.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

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LOCAL EXCHANGE SERVICES

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

3.17 Direct Trunk Overflow (DTO)

The Direct Trunk Overflow feature gives the Customer another termination option if all of their DID trunks are busy. This all-trunks-busy condition may be caused either by legitimate heavy incoming traffic or by a trouble condition where the T-1 system is down and the 5ESS senses that trouble as an all-trunks-busy condition. During either busy condition, the incoming call attempts to terminate to the DID group. When the 5ESS sees all trunks busy, it will choose an alternate route for the call to a telephone number that is programmed in the 5ESS only. This telephone number has the Call Forward Remote feature assigned to it and forwards the call to a number chosen by the Customer.

Remote Access DTO enables the customer to activate and/or update the Call Forwarding on their DTO from any location. The customer uses a provided remote-access toll free number, the DTO Call Forwarding line and their four-digit PIN to review or change their call forwarding number.

3.18 Customer Requested Service Suspension

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

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LOCAL EXCHANGE SERVICES

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

3.19 Custom Calling Service

3.19.1 Calling Features

All rates are monthly recurring charges.

Anonymous Call Rejection
Ascending/Regular Hunting, per line
Automatic Call Return
Automatic Call Redial
Call Forward All Calls
Call Forward Busy
Call Forward Don't Answer
Call Forward Plus
Call fwd remote Access (Cust Program)
Call Fed Variable (Cust. Program)
Call Forward Remote (no access)
Call Hold 1 & 2
Call Privacy (aka Per Call Restrict)
Call Trace (customer originated)
Call Transfer
Call Waiting
Caller ID (incoming)
Caller ID Plus Name (incoming)
Caller ID (outgoing)
Caller ID Plus Name (outgoing)
Customized Ringing
DID DNIS
Forward Circular Hunting
Hunting/Non Hunting Number
Speed Calling (8 & 30)
ANI (DINS with ANI forwarding), per number

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.19 Custom Calling Service, (Cont'd.)****3.19.1 Calling Features, (Cont'd.)**

- Three Way Calling
- Uniform Call Distribution
- Queuing (UCD w/ generic Announcement)
- B Channel Transfer/PRI T1
- Local Account Codes, Non Verified
- Local Account codes, Verified
- Expanded Rate Centers (up to 5)
- Remote Call Forwarding – per number
- Remote Call Forwarding – per path
- Selective Call Rejection
- Selective Call Acceptance
- Selective Call Forward
- Selective Distinctive Altering
- PRI Call by Call
- Redirected Number Delivery
- Direct Trunk Overflow
- Direct Trunk Overflow, Non- Recurring Charge
- Remote Access Direct Trunk Overflow

3.20 Presubscribed Interexchange, IntraLATA or Local Exchange Carrier Freeze

The customer may at their discretion request that the Company provide a switch function commonly known as a carrier freeze. This option allows the Customer the ability to prevent any unauthorized changing of their interexchange, intraLATA or local exchange telephone service.

This service is offered on a non-discriminatory basis and is at the sole discretion of the Customer. The Customer's request for this service must be clearly listed on a letter of agency or, if ordered via the Company's toll free number, recorded on the Company's third party verification system. There is no charge for this service.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.21 Residential Network Switched Service****3.21.1 General**

Residential Network Switched Service is provided where services are available and provides a residential customer with a connection to the Company's switching network which enables the customer to:

- * place and receive calls from other stations on the public switched telephone network;
- * access the Company's local calling service;
- * access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- * access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (1010XXXX). To the extent that intraLATA presubscription is available, at the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

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 LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.21 Residential Network Switched Service, (Cont'd.)**

3.21.2 Services - The following Residential Network Switched Service Options are offered:

A. Residential Measured Rate Service

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

B. Measured Rate Service

Measured Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge.

(1) Description

Each Measured Rate Service Line corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Measured Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Measured Rate Service has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.21 Residential Network Switched Service, (Cont'd.)****B. Measured Rate Service****(2) Recurring and Nonrecurring Charges**

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier ("ILEC"). In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the ILEC to the company of the Number Portability arrangement.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.22 Business Network Switched Services****3.22.1 General**

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- * receive calls from other stations on the public switched telephone network;
- * access the Company's local calling service;
- * access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- * access the service of providers of interexchange service or intraLATA toll service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (1010XXXX). To the extent that intra-LATA presubscription is available, at the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges apply to all service on a one-time basis unless waived pursuant to this Tariff.

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LOCAL EXCHANGE SERVICES

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

3.22 Business Network Switched Services, (Cont'd.)

3.22.2 Services - The following Business Access Service Options are offered:

- Basic Business Line Service
- Public Access Lines Service
- PBX Trunks
- Centrex Service

Basic Business Line Service and PBX trunks are offered with measured rate local service.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

A. Basic Business Line Service

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

The following Advanced Features are available at an additional charge:

- Voice Messaging; and
- 6-Way Conference per line.

Each Basic Business Line has the following characteristics:

- Terminal Interface: 2-wire
- Signaling Type: Loop start
- Pulse Types: Dual Tone Multifrequency (DTMF) or Dial Pulse (DP)
- Directionality: Two-Way, In-Only, or Out-Only, at the option of the customer

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.22 Business Network Switched Services, (Cont'd.)****3.22.2 Services, (Cont'd.)****A. Basic Business Line Service, (Cont'd.)****(1) Measured Rate Basic Business Line Service****(a) Description**

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the customer's service in addition to a base monthly charge.

(b) Recurring and Nonrecurring Charges

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier ("ILEC"). In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the ILEC to the Company of the Number Portability Arrangement.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.22 Business Network Switched Services, (Cont'd.)****3.22.2 Services, (Cont'd.)****B. Public Access Line Service**

Public Access Line Service provides a single, analog, voice-grade telephonic communications channel that can be used to connect a pay telephone to the Company's switching equipment. Local measured usage charges apply to all local calls originating on this line. Service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier ("ILEC"). In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the ILEC to the Company of the Number Portability Arrangement.

C. PBX Trunk Service

PBX trunks are provided for connection of customer-provided PBX terminal equipment. Trunks can be delivered at a DS0 level or at the DS1 level.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each DS0 level Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.22 Business Network Switched Services, (Cont'd.)****3.22.2 Services, (Cont'd.)****C. PBX Trunk Service, (Cont'd.)****(1) Measured Rate PBX Trunks**

Measured Rate DS0 PBX Trunks provide the customer with a single voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a measured rate basis. DID trunks are arranged for one-way inward calling only.

(2) Recurring and Nonrecurring Charges

In addition to the nonrecurring charges, service order charges apply as described in this tariff. Charges for each Measured Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. Service to customers may require the use of a link (and, or) number portability arrangements from the incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

(3) Measured Rate Analog PBX Trunks**(a) Measured Usage Charges**

Measured Usage Charges for Measured Rate PBX Trunks are the same as those indicated for a basic business line.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.22 Business Network Switched Services, (Cont'd.)****3.22.2 Services, (Cont'd.)****D. Foreign Exchange Service ("FX")**

Foreign Exchange Service provides local telephone service from a central office which is outside (foreign to) the subscriber's exchange area. FX furnished between an exchange and a noncontiguous district area of a contiguous exchange will be furnished according to the prices set forth in Schedule B of this Tariff.

E. Term Liability/Termination Charges

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

F. PRI T-1 Service

PRI T-1 (Primary Rate Interface) T-1 Service provides the customer with a direct digital connection via switched access to one or more private or public services. PRI T-1 Service is an enhanced T-1 service that allows the customer Integrated Services Digital network (ISDN) bandwidth that facilitates end-to-end digital connectivity to support a variety of services. PRI T-1 Service is 23 B channels each being a full 64,000 bps. One channel is a D channel to allow for signaling information to be passed. The service is utilized to connect ISDN compatible equipment at the customer premises to a suitably equipped Company node.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.22 Business Network Switched Services, (Cont'd.)****3.22.2 Services, (Cont'd.)****G. Special Business Services**

The Company may offer Special Business Services otherwise known as an Integrated Flat Rate Bundle (IFRB) to business customers who may qualify from term, volume or other discounts based on individual customer telecommunications service commitments. The Company IFRB is available only to Customers who purchase Company digital T1 or primary rate interface (PRI) services. The IFRB includes the Gold Package and Bronze Package as detailed below. A Customer may not select individual service discounts from these bundled packages. Alternative rate schedules for individual package services are as tariffed in alternative Company offerings. Terms and conditions of use of these services, whether bundled or otherwise, are subject to the tariff provisions as stated herein or in other Company tariffs governing use of those services (e.g. end-user common line charges are per MASSCOMM FCC #3). The IFRB provides business customers with the option of bundling regulated and non-regulated communications services needs to include local exchange, interexchange and data transmission services. These bundled services are offered to new Customers or to Customers whose current contract or term of service has expired and who desire to continue service arrangements with the Company. The services as detailed in the Gold and Bronze packages are available for two or three year term commitments only

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LOCAL EXCHANGE SERVICES

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

3.22 Business Network Switched Services, (Cont'd.)

3.22.2 Services, (Cont'd.)

G. Special Business Services, (Cont'd.)

(1) Bronze Package

(a) Bundle One - Included features:

- Tec path
- EUCL (End User Common Line)
- 256K of Internet *
- Block of 20 DID's
- DTO (Direct Trunk Overflow)
- 10,000 Local minutes (zones 1, 2, & 3)
- 4,000 Long Distance Minutes
- No equipment provided

(b) Bundle Two - Included Features:

- Tec path
- EUCL
- 512K of Internet *
- Block of 20 DID's
- DTO
- 14,000 Local Minutes (zones 1, 2 & 3)
- 7,000 Long Distance Minutes
- No Equipment provided

(c) Bundle Three - Included Features:

- Tec path
- EUCL
- 768K of Internet *
- Block of 20 DID's
- DTO
- 20,000 Local Minutes (zones 1, 2 & 3)
- 10,000 Long Distance Minutes
- No equipment provided

* Service not regulated thru this Price List

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

3.22 Business Network Switched Services, (Cont'd.)

3.22.2 Services, (Cont'd.)

G. Special Business Services, (Cont'd.)

(2) Gold Package

(a) Bundle One - Included Features

- Tec path
- Included: Netvana 3200 dsu/router
- EUCL
- 256K of Internet *
- Block of 20 DID's
- DTO
- 10,000 Local Minutes (zones 1, 2, & 3)
- 4,000 Long Distance minutes

(b) Bundle Two - Included Features:

- Tec path
- Netvana 3200 dsu. router
- 512K of Internet *
- Block of 20 DID's
- DTO
- 14,000 Local Minutes (zones 1, 2, & 3)
- 7,000 Long Distance Minutes

(c) Bundle Three - Included Features:

- Tec path
- Netvana 3200 dsu. router
- 512K of Internet *
- Block of 20 DID's
- DTO
- 20,000 Local Minutes (zones 1, 2, & 3)
- 10,000 Long Distance Minutes

* Service not regulated through this Price List

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.23 Alphabetical Directory****3.23.1 Directory Listings**

The Company 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. 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.

- A.** 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 listing is required to properly list the Customer, no additional charge is made.
- B.** 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.

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LOCAL EXCHANGE SERVICES

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

3.23 Alphabetical Directory, (Cont'd.)

3.23.1 Directory Listings, (Cont'd.)

- C. 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 Government listings in the Government 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.
- D. In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- E. Directory listing 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 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.
 - (3) **Nonpublished Listings:** Listings that are not printed in directories nor available from Directory Assistance. A Nonpublished 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 this tariff.

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LOCAL EXCHANGE SERVICES

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

3.23 Alphabetical Directory, (Cont'd.)

3.23.1 Directory Listings, (Cont'd.)

E. (Cont'd.)

- (4) **Non-directory Listed Numbers:** 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.
- (5) **Foreign Listings:** Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

F. **Recurring Charges:** Monthly Recurring Charges associated with Directory Listings are located in Section 4 of this tariff.

G. **Service Calls:** When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time is billed in 15 minute increments.

3.23.2 Directory Information Requests

Requests for directory information are provided by dialing Directory Assistance. Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.23 Alphabetical Directory, (Cont'd.)****3.23.3 Liability of the Company for Errors****A. General**

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

B. Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

(1) Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

(2) Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

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LOCAL EXCHANGE SERVICES

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

3.23 Alphabetical Directory, (Cont'd.)

3.23.3 Liability of the Company for Errors

B. Allowance for Errors, (Cont'd.)

(3) Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basic monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.24 Optional Invoice Elements****3.24.1 General**

A Commercial Customer's invoice information is presented on either a CD or in electronic format as chosen by the Customer. The CD will be sent by mail and the electronic version is accessible either via the Internet or by e-mail to the Customer. Both of these options are available at no charge to the Customer. Should the Customer choose to receive by mail, a paper invoice in addition to the electronic invoice, the Customer may be responsible for a monthly charge as indicated in the rate section following. This billing service is independent of additional paper invoices, documents or other Company services that provide specific call detail information or other data not normally provided in the invoice as rendered. Upon Customer request, additional copies of invoice or bill reprints will be provided, if available, at the per page rates as listed below as well as an additional service fee. If the Customer elects to receive the additional copy or reprint in CD format, only the service fee will apply.

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LOCAL EXCHANGE SERVICES

SECTION 4 - RATES

4.1 Connection Charge

4.1.1 The general application of these charges is as follows

A. Service Order:		Service Order Charge
Residence:		\$39.95
Business:		\$39.95
B. Premises Visit:		Premises Visit Charge
Residence:		\$16.00
Business:		\$28.00
C. Service Calls: per hour rate per technician		Service Calls:
Residence:		\$100.00
Business:		\$120.00
Time is billed in 15 minute increments		
D. Central Office Line charge:		
Up to 99 lines		\$43.00
100 + lines		\$30.00
Centrex line		\$60.00

No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.

The Company may from time to time waive or reduce the charge as part of a promotion.

Each promotional offering will be filed with and approved by the Commission before Carrier commences provision of service.

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LOCAL EXCHANGE SERVICES

SECTION 4 – RATES, (CONT'D.)

4.2 Restoral Charge

	Restoral Charge
Residence:	\$39.95
Business:	\$39.95

4.3 Moves, Adds and Changes

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: including rearrangement or reclassification - of existing service at the same location.

	Moves, Adds & Changes Charge
Residence:	\$30.00
Business:	\$46.00

4.4 Record Order Charge

A Record Order Charge does not apply when a Service Order charge also applies.

	Record Order Charge
Residence:	\$30.00
Business:	\$46.00

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4.5 Charges Associated with Premises Visit

4.5.1 Trouble Isolation Charge

Per Hour Rate Per Technician:

Trouble Isolation Charge
\$85.00

4.5.2 Inside Wire Installation Charge

Per Hour Rate Per Technicians:

Inside Wire Installation
\$85.00

4.5.3 Inside Wire Maintenance Charge

Per Hour Rate per Technician:

Inside Wire Charge
\$100.00

4.6 Primary Interexchange Carrier Change Charge

Primary Interexchange Carrier Change Charge:

\$5.00

4.7 Public Pay Telephone Surcharge

Per Call Charge:

\$0.56

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4.8 Residential and Business Flat Usage Rates

	1 Year Term	2 Year Term	3 Year Term
AT&T Area *	\$6.60	\$6.35	\$6.10
Verizon Area *	\$8.25	\$7.93	\$7.62

* Rates Shown are monthly recurring charges.

Non-Recurring Service Charge \$15.00 per line for Flat Rate Service

4.9 Busy Line Verification and Interrupt Service

Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

- The operator verifies that the line is busy with a call in progress. The operator verifies that the line is available for incoming calls.
- The operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party. One charge will apply for both verification and interruption.
- No charge will apply when the calling party advises that the call is from an official public emergency agency.

	Per Request
Busy Line Verification:	\$4.50
Busy Line Interrupts:	\$13.50

4.10 Trap Circuit Service

Upon request for this service, the monthly charge to the customer will be increased by any charges incurred by the Company for the provision of this service.

Trap Circuit Service may be provided based on a contract agreement between the Company and customer.

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4.11 Directory Assistance

The directory assistance charge applies after the call allowance of two calls per line. All rates are per call.

	AT&T Area	Verizon Area
Local DA per request	\$1.99	\$1.99
Enhanced DA	\$1.99	\$1.99

4.12 Local Operator Service

The following surcharges will be applied on a per call basis:

	AT&T Area	Verizon Area
Third Number Billing	\$1.25	\$1.25
Collect Calling	\$1.25	\$1.25
Person to Person	\$4.00	\$4.00
Calling Card (Customer Direct)	\$1.00	\$1.00
Calling Card (Operator Dialed)	\$2.00	\$2.00

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4.13 Blocking Service

4.13.1 Nonrecurring Charges

900 and 700 Blocking

Residential	\$ 0.00
Business (up to 200 lines)	See Note
900, 971, 974, and 700 Blocking	
Residential	\$ 0.00
Business (up to 200 lines)	See Note

Connection charges apply as specified in this tariff.

4.13.2 Recurring Charges

Third Number Billed and Collect Call Restriction

Residential	\$ 0.00
Business (up to 200 lines)	\$ 0.00

Toll Restriction

Residential	\$ 0.00
Business (up to 200 lines)	\$ 0.00

Toll Restriction Plus

Residential	\$ 0.00
Business (up to 200 lines)	\$ 0.00

Direct Inward Dialing Blocking
(Third Party and Collect Call)

Initial Activation	\$ 0.00
Subsequent Activation (per line)	\$ 0.00

- (1) Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.
- (2) Connection charges apply as specified in this tariff.

NOTE: Blocking service is provided to residential customers at no additional charge. Business customers electing either service 90 days after the establishment of service will be charged \$9.00.

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4.14 Direct Trunk Overflow (DTO)

4.14.1 Rates

Rates for Direct Trunk Overflow and Remote Access DTO are found in Section 4.18 of this tariff.

4.15 Customer Requested Service Suspension

Period of Suspension

First Month or Partial Month

Each Additional Month
(up to the one-year limit)

Charge

Regular Monthly Rate (no reduction)

½ Regular Monthly Rate

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4.16 Custom Calling Service

4.16.1 Calling Features

All rates are monthly recurring charges.

	Business	Residence
Anonymous Call Rejection	N/C	N/C
Ascending/Regular Hunting, per line	N/C	N/C
Automatic Call Return	\$8.00	\$8.00
Automatic Call Redial	\$7.00	\$7.00
Call Forward All Calls	\$7.00	\$7.00
Call Forward Busy	\$5.00	\$2.00
Call Forward Don't Answer	\$5.00	\$2.00
Call Forward Plus	\$8.00	\$3.50
Call fwd remote Access (Cust Program)	\$8.50	\$3.50
Call Fed Variable (Cust. Program)	\$8.50	\$8.00
Call Forward Remote (no access)	\$19.95	\$19.95
Call Hold 1 & 2	\$3.24	\$3.24
Call Privacy (aka Per Call Restrict)	N/C	N/C
Call Trace (customer originated)	\$7.00	\$7.00
Call Transfer	\$3.25	\$3.25
Call Waiting	\$7.95	\$7.50
Caller ID (incoming)	\$10.00	\$8.99
Caller ID Plus Name (incoming)	\$11.00	\$8.99
Caller ID (outgoing)	N/C	N/C
Caller ID Plus Name (outgoing)	N/C	N/C
Customized Ringing	\$10.00	\$6.00
Forward Circular Hunting	N/C	N/C
Hunting/Non Hunting Number	N/C	N/C
Speed Calling (8 & 30)	\$7.00	\$5.95
ANI (DINS with ANI forwarding), per number	\$15.00	\$15.00

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SECTION 4 – RATES, (CONT'D.)

4.16 Custom Calling Service, (Cont'd.)

4.16.1 Calling Features, (Cont'd.)

	Business	Residence
Three Way Calling	\$7.95	\$7.00
Uniform Call Distribution	N/C	N/C
B Channel Transfer/PRI T1	\$19.95	\$19.95
Local Account Codes, Non Verified	N/C	N/C
Local Account codes, Verified	\$15.00	\$15.00
Expanded Rate Centers (up to 5), per rate center	\$50.00	N/A
Remote Call Forwarding – per number	\$19.95	\$19.95
Remote Call Forwarding – per path	\$3.25	\$3.25
Selective Call Rejection	\$3.50	\$3.50
Selective Call Acceptance	\$3.50	\$3.50
Selective Call Forward	\$7.00	\$7.00
Selective Distinctive Altering	\$10.00	\$6.00
PRI Call by Call	\$22.50	\$22.50
Redirected Number Delivery	\$100.00	N/A
Direct Trunk Overflow	\$49.95	N/A
Direct Trunk Overflow, Non- Recurring Charge	\$25.00	N/A
Remote Access Direct Trunk Overflow	\$10.00	\$10.00

4.17 Presubscribed Interexchange, IntraLATA or Local Exchange Carrier Freeze

There is no charge for this service.

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4.18 Residential Network Switched Service

4.18.1 Flat Rate Service

	AT&T	Verizon
Residence	\$13.68	\$16.09
Business	\$36.75	\$32.79

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SECTION 4 – RATES, (CONT'D.)

4.19 Business Network Switched Services

4.19.1 Basic Business Line Service

	AT&T Area	Verizon Area
DOD Trunks		
1 Year Term	\$26.00	\$8.00
DID Trunks		
1 Year Term	\$26.00	\$8.00
PBX/Attendant Trunks		
1 Year Term	\$49.47	\$35.99
Two Way Combo Trunks		
1 Year Term	\$54.00	\$35.99
DID Numbers		
Per 20 numbers	\$8.00	\$8.00
Per 100 numbers	\$40.00	\$40.00
Service		
One Way Toll Free Trunk	\$5.00	\$5.00
Service		
DID Termination Charge	\$7.00	\$8.75
Service		
800 Origination Trunk	\$5.00	\$5.00

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4.19 Business Network Switched Services, (Cont'd.)

4.19.2 Foreign Exchange Service ("FX")

Service	AT&T Area	Verizon Area
FX Service For 15 Rate Centers	\$60.00/month	\$75.00/month
Each additional Rate Center	\$15.00/month	\$18.75/month

4.19.3 Term Liability/Termination Charges

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

4.19.4 PRI T-1 Service

	AT&T Area (MRC)	Verizon Area (MRC)	Non-Recurring
PRI T1			
One Year Term	\$2,000.00	\$2,000.00	\$300.00
Two Year Term	\$1,800.00	\$1,800.00	\$300.00
Three Year Term	\$1,600.00	\$1,600.00	\$300.00
Digital T1			
One Year Term	\$2,000.00	\$2,000.00	\$300.00
Two Year Term	\$1,800.00	\$1,800.00	\$300.00
Three Year Term	\$1,600.00	\$1,600.00	\$300.00

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4.19 Business Network Switched Services, (Cont'd.)

4.19.5 Special Business Services

(A) Bronze Package

(1) Bundle One

	MRC	NRC installation	MRC PRI
2 year term	\$845.00	\$495.00	\$75.00
3 year term	\$795.00	\$295.00	\$75.00

(2) Bundle Two

	MRC	NRC installation	MRC PRI
2 year term	\$995.00	\$495.00	\$75.00
3 year term	\$945.00	\$295.00	\$75.00

(3) Bundle Three

	MRC	NRC installation	MRC PRI
2 year term	\$1125.00	\$495.00	\$75.00
3 year term	\$1075.00	\$295.00	\$75.00

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4.19 Business Network Switched Services, (Cont'd.)

4.19.5 Special Business Services, (Cont'd.)

(B) Gold Package

(1) Bundle One

	MRC	NRC installation	MRC PRI
2 year term	\$945.00	\$495.00	\$75.00
3 year term	\$895.00	\$295.00	\$75.00

(2) Bundle Two

	MRC	NRC installation	MRC PRI
2 year term	\$1095.00	\$495.00	\$75.00
3 year term	\$1045.00	\$295.00	\$75.00

(3) Bundle Three

	MRC	NRC installation	MRC PRI
2 year term	\$1225.00	\$495.00	\$75.00
3 year term	\$1175.00	\$295.00	\$75.00

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SECTION 4 – RATES, (CONT'D.)

4.20 Alphabetical Directory

4.20.1 Directory Listings

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

Customers in Verizon Territory

Per Listing or Per Number	Charge
Primary Listing	N/C
Additional Listing, each	\$3.00
Non-directory Listed Number, per line	\$3.00
Non-Published Number, per line	\$3.50
Email list (where available) , per line	\$3.50
Duplicate Listing (where available) , per line	\$3.00
Alternate Telephone Number, per line	\$3.00
Reference and Cross Reference	\$2.50
Additional Indented, each	\$3.00

Customers in AT&T Territory

Per Listing or Per Number	Charge
Primary Listing	N/C
Additional Listing, each	\$3.00
Non-directory Listed Number, per line	\$3.00
Non-Published Number, per line	\$3.25
Email list (where available), per line	\$3.50
Duplicate Listing (where available), per line	\$3.00
Alternate Telephone Number, per line	\$3.00
Reference and Cross Reference, per line	\$2.50
Additional Indented, each	\$3.00

- B. **Service Calls:** Time is billed in 15 minute increments.

Per hour rate per technician: \$100.00

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SECTION 4 – RATES, (CONT'D.)

4.21 Optional Invoice Elements

4.21.1 Rates

A customer can choose a one-page summary with a remittance slip for no charge. All other paper invoice charges are as follows:

Invoice Options	Monthly Rate
2 – 4 pages	\$5.00
5 – 19 pages	\$10.00
20+ pages	\$15.00
Service Fee	\$25.00

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