

**TITLE PAGE**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Alternative Local Exchange Telecommunications Services provided by France Telecom Corporate Solutions L.L.C., with principal offices at 2300 Corporate Park Drive, Mailstop SP0606, Herndon, VA 20171. This Price List applies for services furnished within the state of Florida. This Price List is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: November 26, 2002

Effective: **FEB 1 1 2003**

Issued by: Jean-Sebastien Falisse  
Treasurer  
2300 Corporate Park Drive  
Mailstop SPO606  
Herndon, VA 20171

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**CHECK SHEET**

The pages listed below of this Price List are effective as of the date shown. Revised pages contain all changes from the original Price List that are in effect as of the date indicated.

<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>	<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>	<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>	<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>
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ALL PAGES ARE ORIGINAL.

\* New or Revised Page.

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TABLE OF CONTENTS

TITLE PAGE..... 1

CHECK SHEET ..... 2

EXPLANATION OF NOTES..... 4

PRICE LIST FORMAT..... 4

Section 1 - PRELIMINARY STATEMENT, APPLICABILITY AND AVAILABILITY..... 6

Section 2 - GENERAL RULES AND REGULATIONS..... 7

Section 3 - CONNECTION CHARGES ..... 32

Section 4 - SERVICES AND RATE STRUCTURE ..... 33

Section 5 - SUPPLEMENTAL SERVICES ..... 45

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES..... 46

Section 7 - SPECIAL SERVICES AND PROGRAMS..... 47

Section 8 - SPECIAL ARRANGEMENTS ..... 51

Section 9 - EXPLANATION OF TERMS ..... 52

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EXPLANATION OF NOTES

- (C) To signify a changed regulation.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (M) To signify material relocated from or to another part of Price List schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

PRICE LIST FORMAT

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 point is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

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 Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Price List approval process, the most current Page number on file with the Commission is not always the Price List page in effect.

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PRICE LIST FORMAT (CONT'D)

Paragraph Numbering Sequence – There are six levels of paragraph coding. Each level is subservient to its next higher level:

- 1.
- 1.1
- 1.1.1
- 1.1.1(a)
- 1.1.1(a)1.
- 1.1.1(a)1.(a)
- 1.1.1(a)1.(a)(i)

Check Sheets – When a Price List filing is made with the Commission, an updated check page 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 (\*). 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 Commission.

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**SECTION 1 - PRELIMINARY STATEMENT, APPLICABILITY AND AVAILABILITY****1.1 PRELIMINARY STATEMENT**

This Price List sets forth rates and rules of France Telecom Corporate Solutions L.L.C. ("FTCS" or the "Company") applicable to its provision of resold competitive local exchange service, including within the State of Florida.

This Price List sets forth the service offerings, rates, terms and conditions that apply to resold local exchange telecommunications service provided by Company to business customers within the State of Florida. The Company does not provide residential local exchange services at this time. This Price List applies only for use of services provided by Company for communications between points within the State of Florida, including use of Company's services to complete an end-to-end intrastate communication.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

**1.2 APPLICABILITY**

This Price List applies to resold local exchange telephone service between points in Florida. Such service is provided 24 hours per day, seven days per week. Service is offered using the facilities of the LEC and may be offered in combination with resold services provided by other certificated carriers. Service is provided subject to the availability and economic feasibility of necessary service, equipment and facilities.

**1.3 AVAILABILITY**

The Company offers this service in the service areas in which it has been certified by the Florida Public Service Commission and in which the Company has available required network facilities or is able to lease required network facilities to enable the offering of local service. Only Customers which have subscribed to Company's interstate and international services pursuant to an agreement with the Company may apply for the service offerings contained in this Price List. Interstate and international services are subject to the jurisdiction of the Federal Communications Commission ("FCC").

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SECTION 2 - GENERAL RULES AND REGULATIONS

## 2.1 USE OF FACILITIES AND SERVICE

## 2.1.1 Limitation of Service, Equipment or Facilities

- a. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List. The Company may decline applications for Service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this Price List.
- b. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control. Examples of these conditions are more fully set forth elsewhere in this Price List or when Service is used in violation of the provisions of this Price List or the law.
- c. The Company does not undertake to generate content messages, but offers the use of its Service when available. As more fully set forth elsewhere in this Price List, the Company shall not be liable for errors in transmission or for failure to establish connections.
- d. The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- e. The furnishing of Service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and/or equipment. FTCS may decline applications for service to or from a location where the necessary facilities or equipment are not available. FTCS also reserves the right to make changes to equipment, service components, and/or network configurations as may be required. FTCS may discontinue furnishing Service in accordance with the terms of this Price List.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

## 2.1.1 Limitation of Service, Equipment or Facilities (Cont'd)

- f. FTCS reserves the right to deny service to any person or entity: (A) who, in FTCS's judgment, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this Price List, or does not pass a credit check; or (B) if FTCS believes that the person's or entity's use of the Service would violate the provisions of this Price List or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or (C) if FTCS determines in its sole discretion that facilities are not available to provide the Service; or (D) if FTCS determines in its sole discretion that any order for Service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (E) the Service requested has been discontinued; or (F) if an order for the Service may be denied under the terms of any carrier, switched or independent sales representative agreement.
- g. Service may be discontinued by FTCS, at any time and without notice to its Customers, by blocking traffic to or from certain cities, NXX exchanges, or individual telephone stations, by blocking call origination for FTCS's services, or by blocking calls using certain Customer authorization codes and/or access codes, when FTCS deems it necessary to take such action to prevent unlawful and/or unauthorized use of its services. In addition, FTCS may take any of the foregoing actions in the case of actual or anticipated non-payment for its service. In order to control fraud, FTCS may refuse to accept Calling Card, Collect Calling, and/or Third Party calls which it reasonably believes to be unauthorized or invalid and/or may limit the use of these billing options to or from certain areas within the State of Florida.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.1 Limitation of Service, Equipment or Facilities (Cont'd)

- h. FTCS reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. FTCS also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.
- i. The provision of service will not create a partnership or joint venture between FTCS and the Customer nor result in joint service offerings to their respective authorized users.
- j. Use of Service Mark
  - 1. No Customer shall use any service mark or trademark of the Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

2.1.2 Limitations on Liability

- a. The liability of FTCS for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of FTCS, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Price List (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

## 2.1.2. Limitations on Liability (Cont'd)

- b. In no event shall FTCS or any of its affiliates be liable to Customer, its customers or any of their affiliates under this Price List for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of FTCS, under this Price List, even if Customer advises FTCS of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- c. When the services or facilities of other entities are used separately or in conjunction with FTCS's facilities or equipment in establishing connection to points not reached by FTCS's facilities or equipment, FTCS shall not be liable for any act or omission of such other entities or their agents, servants or employees. FTCS shall not be liable for any act or omission of vendors supplying equipment to Customer nor for claims regarding the performance of such vendor supplied equipment.
- d. FTCS shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond its reasonable control as determined by FTCS. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unavailability of rights-of-way or materials, or preemption of existing service to restore service in compliance with the decisions, rules, regulations and orders of the Commission or any other federal, international, state, or local governmental agency or authority.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

## 2.1.2 Limitations on Liability (Cont'd)

- e. FTCS shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer. FTCS shall not be liable for any act or omission by any entity furnishing to the Company or to the customer facilities or equipment used for or with the services the Company offers. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company. The Company shall not be liable for the performance of said vendor or vendor's equipment.
- f. FTCS does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. Customers and Authorized Users indemnify and hold FTCS harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized User, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- g. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or willful misconduct on the part of the agents or employees of the Company.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.2 Limitations on Liability (Cont'd)

- h. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- i. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- j. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- k. 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

## 2.1.2 Limitations on Liability (Cont'd)

1. The Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, Authorized User, or joint user furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or (3) liability arising out of any commission or omission by the Customer, Authorized User, or joint user in connection with the Service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized User, or joint user, shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claims.
  
- m. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". Customer agrees to advise its users that as to Company's data services, the "9-1-1" emergency dialing does not connect to the local public safety answering point.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.3 Service Connections and Facilities on Customer's Premises

- a. All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- b. Customer shall allow Company continuous access and right-of-way to Customer's premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services, equipment, facilities and systems relating to this Price List.
- c. The Company may undertake to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this Price List. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- d. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- e. Title to all facilities provided by Company, including Terminal Equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the premises of the Customer shall be provided by and maintained at the expense of the Customer.
- f. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.3. Service Connections and Facilities on Customer's Premises (Cont'd)

- g. 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 imposed on Company-provided equipment and wiring by connection shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.
  
- h. 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 transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission of; or
  - 2. the reception of signals by Customer-provided equipment.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

## 2.1.3 Service Connections and Facilities on Customer's Premises (Cont'd)

- i. Company is solely responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company-provided equipment caused or related to Customer's improper operation of Company-provided equipment upon receipt by Customer of a Company invoice therefor. In no event shall Company be liable to Customer or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper use of Company-provided equipment.
- j. Customer agrees to allow Company to remove all Company-provided equipment from Customer's premises:
  1. upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
  2. for repair, replacement or otherwise as Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed on Customer's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

## 2.1.3 Service Connections and Facilities on Customer's Premises (Cont'd)

- k. The Customer, Authorized User, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. In advance, Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically compatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- l. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

## 2.1.4 Assignment or Transfer

- a. All service provided under this Price List is directly or indirectly controlled by FTCS and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of FTCS. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Price List shall apply to all such permitted transferees or assignees.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Price List. The Customer must pay the regular price list rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

## 2.3 PAYMENT FOR SERVICE RENDERED

## 2.3.1 Application for Service

- a. Customers desiring to obtain Service must complete service application forms provided by Company. Company may require Customers or potential customers to provide information pertaining to their ability to pay for Service. Company may deny Service to Customers or potential customers which do not provide the requested information or who fail to meet Company's financial criteria. Only Customers which have subscribed to Company's interstate and international services pursuant to an agreement with the Company are eligible to apply for the service offerings contained in this Price List.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.3.1 Application for Service (Cont'd)

b. Cancellation of Application for Service:

Where installation of Service has been started prior to the cancellation of an application for Service, a cancellation charge equal to the costs incurred by the Company may apply.

c. Cancellation of Service:

The Customer may have service discontinued upon thirty (30) days written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Upon early cancellation of a term agreement, the Customer agrees to pay Company for the balance due under the contract for the entire term of the agreement. If Service was discontinued for non-payment of charges, Company may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing Service. Unless the Customer notifies Company at least thirty (30) days prior to the end of the initial term of the agreement, the agreement shall be automatically extended for a term equivalent to the initial term.

d. Applicants for Residential Service provided by Company must be given information on the Universal Lifeline program and its availability. Residential Service is not offered by Company at this time.

2.3.2 Deposits

a. Company does not collect Deposits or advanced payments from Customers at this time.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.3.3 Payment of Charges

- a. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: (1) a paper format, or (2) via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- b. The Company shall bill for all Services rendered within 90 days of the billing date.
- c. All bills for Service provided to the Customer by the Company are due 15 days from the bill date. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.3.3 Payment of Charges (Cont'd)

- d. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by Company. Such taxes and surcharges shall be separately stated on the Customer's bill.
- e. When a check which has been presented to Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge of \$20.

2.3.4 Non-Recurring Charges

- a. Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than FTCS (*e.g.*, another carrier or supplier) imposes or will impose charges on FTCS in connection with an ordered service, those costs will also be charged to the Customer.

2.3.5 Customer Overpayments

Company will provide interest on customer overpayments that are not refunded within 30 days of the date Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the Company's applicable late payment penalty.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.3 PAYMENT FOR SERVICE RENDERED (CONT'D)

## 2.3.5. Customer Overpayments (Cont'd)

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by Company.

## 2.3.6 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a written documented claim for the disputed amount. The Customer must submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with the Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

If the dispute is resolved in favor of the Customer, no interest credits or penalties will apply.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.4 OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- a. The payment of all applicable charges as set forth in this Price List.
- b. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the gross negligence or willful misconduct of the employees or agents of the Company.
- c. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises.
- d. Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of Fiber Optic Cable and associated equipment to provide Service to the Customer, authorized user or joint user from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the Customer, authorized user or joint user is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of 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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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

The Customer shall be responsible for: (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 to Company employees or property might result from installation or maintenance by the Company.
- 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 the Customer is responsible and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company.
- g. 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.
- h. Keeping the Company's equipment and facilities located on the Customer's premises of rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

The Customer shall be responsible for: (Cont'd)

- i. Customer Terminal Equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.
- j. The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.5 TELEPHONE SURCHARGES

2.5.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Price List, various surcharges apply to the customer's monthly bill statement.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.6 MAINTENANCE AND TESTING

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

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, authorized user, or joint user is complying with the requirements set forth above 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. 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 (10) days of receiving this notice, the Customer must take such action. 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.

## 2.7 DISCONTINUANCE BY THE COMPANY

- a. The Company, by fifteen (15) days written notice to the Customer and in accordance with applicable law, may discontinue Service or cancel an application for Service without incurring any liability when there is an unpaid balance for Service that is overdue and not disputed.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.7 DISCONTINUANCE BY THE COMPANY (CONT'D)

- b. The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of Service in the same manner as provided for nonpayment of overdue charges.
- c. The Customer shall be subject to discontinuance of Service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over Service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service, or for any violation of any of the provisions governing the furnishing of Service under this Price List.
- d. The Company may immediately discontinue service to any Customer, without notice, in order to protect against fraud or to otherwise protect Company personnel, agents, facilities, or services.
- e. The Customer shall be subject to discontinuance of Service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
- f. If any Customer files for bankruptcy or reorganization or fails to discharge an involuntary petition therefor within the time permitted by law, the Company may immediately discontinue or suspend Service under this Price List without incurring any liability.
- g. Upon the Company's discontinuance of Services to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price List, may declare all future monthly and other charges which would have been payable by the Customer under this Price List during the remainder of the minimum term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.7 DISCONTINUANCE BY THE COMPANY (CONT'D)

- h. If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Non-recurring charges apply to restored Services.
- i. Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, addressed to the Customer's billing address or to such address as may be subsequently given by Customer to the Company.
- j. Except for cancellation of Service or as otherwise provided by these rules, any notice from any Customer may be given by the Customer or any authorized representative to the Company's business office orally or by written notice mailed to the Company's business address. Cancellation of Service must be by written notice.

2.8 RESTORATION OF SERVICE

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

2.9 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

- 2.9.1 Credit allowances for interruptions of service which are not due to FTCS's inspection or testing, to the negligence of the Customer, or the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Price List.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.9.2 It shall be the obligation of the Customer to notify FTCS immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

2.9.3 For purposes of credit computation, every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30<sup>th</sup> of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service

2.9.4 No credit allowances shall be made for:

- a. Interruptions that are caused by the negligence of the Customer or others authorized by the Customer to use the Customer's service;
- b. Interruptions that are due to the failure of power, equipment, systems, or services not provided by FTCS;
- c. Interruptions during any period during which FTCS or its agents are not afforded access to the premises where Access Lines associated with the Customer's service are located;
- d. Interruptions during any period when the Customer or user has released the service to FTCS for maintenance, rearrangement, or the implementation of a Customer order;

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.9 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.9.4 No credit allowances shall be made for: (Cont'd)

- e. Interruptions during any period when the Customer or user has refused to release the service for testing or repair;
- f. Interruptions during any period when the non-completion of calls is due to network busy conditions; or
- g. Interruptions not promptly reported to the FTCS.

2.10 USE OF RECORDING DEVICES

2.10.1 Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect and disconnect the recording device, or turn the recording device on or off, at will.

2.10.2 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation. A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.10.3 The requirements of this Section are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

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SECTION 3 - CONNECTION CHARGES

[Reserved for Future Use]

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SECTION 4 - SERVICES AND RATE STRUCTURE

## 4.1 SERVICE OFFERINGS

## 4.1.1 Local Exchange Service

## a. Nature of Service

Local Exchange Service is a telephone service that allows customers to originate non-toll local calls at locations within the service areas in which the Company has been approved for certification and terminate calls within the local calling area and EAS area of those locations, and within the LATA in which the call originates.

Touch Tone service provides for the origination of calls by means of instrumentalities equipped for tone-type signaling.

Service connection charges are nonrecurring charges which apply for the connection, move or change of local telephone service. One or more Service Connection Charges may apply to each Customer order depending upon the work functions performed. All changes in the location of customer's service from one premises to another are treated as new service establishment with Service Connection Charges applying. Service Connection Charges are associated with, but not necessarily limited to:

1. Installation of Service—Applies for establishing each initial or additional line or trunk. The charge includes initial ordering, central office work and exchange access line work.
2. Primary Interexchange Carrier (PIC) Change Charge—This refers to an arrangement whereby a customer may select and designate an Interexchange Carrier to access, without an access code, for interLATA and intraLATA calls. Single line customers requesting a PIC to only one line will incur the per line charge. Multi-line customers requesting a PIC to more than one line in a single request will incur the per line charge for the first line and the additional line charge for each additional line.

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

## 4.1 SERVICE OFFERINGS (CONT'D)

## 4.1.1 Local Exchange Service (Cont'd)

## a. Nature of Service (Cont'd)

3. Record Change—This refers to the changing of billing name responsibility subsequent to the initial installation of service.
4. Trouble Isolation—Applies for each repair visit made to a customer premise to test the central office line, up to the demarcation point, when the line test clear and the trouble is not found in the exchange providers facilities.

## b. Recurring Rates

Local Access Line	\$66 per month
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## c. Non-recurring Charge

Installation	\$112
PIC change charge-InterLATA	\$10
PIC change charge IntraLATA	\$10
Record Change	\$17
Trouble Isolation	\$140

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

## 4.1 SERVICE OFFERINGS (CONT'D)

## 4.1.2 Virtual Private Network Service

The Virtual Private Network ("VPN") service provides the Customer the functionality and capabilities of a private network through the use of shared and/or dedicated transmission facilities. This service permits the Customer to establish a communications path between two Customer locations.

## a. On Net – On Net

The following features are available:

1. Private numbering plan;
2. Call Line Identification ("CLID"), in order to get the appearance of an alphanumeric message including name of the calling Customer site and the last digits of the caller's extension;
3. User access code, in order to identify, monitor and authorize the use of tolled services;
4. Intrastate toll free and toll shared services, for inbound communications to Customer call centers; and
5. Call rerouting to an alternate Customer site.

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

4.1 SERVICE OFFERINGS (CONT'D)

4.1.2 Virtual Private Network Service (Cont'd)

b. Virtual On Net

The following features are available:

1. Private numbering plan;
2. Call Line Identification ("CLID"), in order to get the appearance of an alphanumeric message including name of the calling Customer site and the last digits of the caller's extension;
3. User access code, in order to identify, monitor and authorize the use of tolled services;
4. Intrastate toll free and toll shared services, for inbound communications to Customer call centers;
5. Call rerouting to an alternate Customer site;
6. On Net – Off Net;
7. Off Net – On Net; and
8. Off Net – Off Net.

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

## 4.1 SERVICE OFFERINGS (CONT'D)

## 4.1.2 Virtual Private Network Service (Cont'd)

## c. Recurring Charges

The following per minute rates apply to all VPN switched and dedicated calls as specified below:

Service	InterLATA	IntraLATA
On-Net - On-Net	\$0.04	\$0.04
Virtual On Net	\$0.04	\$0.04
On Net – Off Net	\$0.10	\$0.10
Off Net – On Net	\$0.10	\$0.10
Off Net – Off Net	\$0.15	\$0.15

## Other Recurring Charges:

Remote Access	\$0.50 per call
Personal Codes (per account)	\$40 per month
Remote Access per 8XX	\$2 per month

## d. Non-recurring Charges

Set Up Charge	\$10,000
Switched Access Line Group charge (applies to each Company VPN location with switched access)	\$100 per location
Switched overflow	\$50

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

4.1 SERVICE OFFERINGS (CONT'D)

4.1.3 Local Dedicated Service

a. Nature of Service

Local Dedicated Service provides a digital exchange service for PBX customers. Dedicated service includes a dedicated line facility, common equipment, local exchange switching for access to the local exchange and toll networks. Each dedicated line facility utilizes channels which may be configured as either basic or advanced trunks, as defined, or a combination of both types of trunks. Rates and charges include touch-tone. The rates depicted below are for month to month or a one (1) year term as well as thirty-six (36) month or sixty (60) month terms.

b. Recurring and Non-recurring Charges

1. DS-1 Rate Elements (per circuit, per customer premises)

	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
a. Channel Termination		
Month-to-Month	\$191.00	\$230.00
36 Months	153.00	130.00
60 Months	134.00	0.00
b. Interoffice Mileage		
1. Mileage, per Circuit		
<u>Fixed</u>		
Month-to-Month	62.30	
36 Months	49.80	
60 Months	43.60	
2. <u>Per Mile</u>		
Month-to-Month	18.70	
36 Months	14.90	
60 Months	13.10	

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

## 4.1 SERVICE OFFERINGS (CONT'D)

## 4.1.3 Local Dedicated Service (Cont'd)

## b. Recurring and Non-recurring Charges (Cont'd)

## 1. DS-1 Rate Elements (per circuit, per customer premises) (Cont'd)

## c. Extended Transport

Month-to-Month	53.00	120.00
36 Months	53.00	120.00
60 Months	53.00	120.00

## d. Extended Mileage

Month-to-Month	15.90
36 Months	15.90
60 Months	15.90

## 2. DS3 Rate Elements (per circuit, per customer premises)

## a. Channel Termination

Month-to-Month	\$1960.00	\$230.00
36 Months	1770.00	130.00
60 Months	1280.00	0.00

## b. Interoffice Mileage

## 1. Mileage, per Circuit

Fixed

Month-to-Month	843.00
36 Months	759.00
60 Months	548.00

2. Per Mile

Month-to-Month	124.00
36 Months	112.00
60 Months	80.80

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

## 4.1 SERVICE OFFERINGS (CONT'D)

## 4.1.3 Local Dedicated Service (Cont'd)

## b. Recurring and Non-recurring Charges (Cont'd)

## c. Extended Transport

Month-to-Month	717.00	120.00
36 Months	717.00	120.00
60 Months	717.00	120.00

## d. Extended Mileage

Month-to-Month	105.00
36 Months	105.00
60 Months	105.00

## 4.1.4 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)

## a. Nature of Service

ISDN-PRI is a high speed end-to-end digital switched service that provides PBX and host computers access to switched services via an ISDN central office. The service can carry voice, data and video simultaneously. Traffic can be inward, outward or a combination of both. This is controlled by the Customer's CPE.

A standard service consists of up to twenty-three "B" bearer channels and one "D" delta channel at a total speed of 1.544 Mbps. The D channel is used for signaling and control the B channels. A D channel can be shared by multiple PRI services. The local channel may be a DS1 with clear channel capability.

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

## 4.1 SERVICE OFFERINGS (CONT'D)

## 4.1.4 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) (Cont'd)

## a. Nature of Service (Cont'd)

## 1. PRI Local Channel

- a. Provides a digital multi-channel transmission path between the central office and the customer's premises. The PRI Local Channel can be provisioned on a DS-3. The following options are available for PRI Local Channel:

(1) A DS-1 connection between the central office and the Customer's premises; and

(2) PRI Local Channel Advanced-T3L: A DS-1 connection between the central office and the customer's premises which is provisioned on a DS-3.

## b. PRI Local Channel Termination

Provides Multiplexing to support up to 23 PRI B Channels at 64 Kbps and one PRI D Channel for signaling at 64 Kbps. One PRI Local Channel Term is required per PRI Local Channel. There is an optional PRI Local Channel Termination that has 23 PRI B Channels and one PRI Back Up D Channel.

## c. ISDN-PRI Optional Service Components/Features

1. PRI Local Access Call by Call—This PRI Local Access option configures the B channels to support in-only and out only call flexibility predetermined by the customer's traffic flow.

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

4.1 SERVICE OFFERINGS (CONT'D)

4.1.4 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) (Cont'd)

a. Nature of Service (Cont'd)

1. PRI Local Channel (Cont'd)

c. ISDN-PRI Optional Service Components/Features (Cont'd)

2. PRI Local Access DID—This PRI Local Access option configures the B channels to support inward only traffic. Monthly recurring and non-recurring DID number charges per this Price List, will apply additionally.
3. PRI Local Access Outward—This PRI Local Access option configures the B channels to support outward only traffic.
4. PRI Local Access DID 2 Way—This PRI Local Access option configures the B channels to support 2 way traffic. Monthly recurring and non-recurring DID number charges per this Price List, will apply additionally.
5. PRI Local Data Channel 23B—This PRI Local Access option configures 23B channels on the T-1 facility for 2 way data and video traffic only.

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

4.1 SERVICE OFFERINGS (CONT'D)

4.1.4 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) (Cont'd)

a. Nature of Service (Cont'd)

1. PRI Local Channel (Cont'd)

c. ISDN-PRI Optional Service Components/Features (Cont'd)

6. PRI Local Data Channel 24B—This PRI Local Access option configures 24 B channels on the T-1 facility for 2-way data and video traffic only.
7. PRI Local Data Channel-24B—This PRI Local Access option configures 24B channels on the T-1 facility for 2 way data and video traffic only.
8. PRI Local Channel Termination—This PRI Local Channel Terminations options provides 23 B channels and a D channel.
9. PRI Local Channel Termination 24B—This PRI Local Channel Terminations option provides 24 B channels.
10. PRI Local Channel Termination 23 B+D—This PRI Local Channel Terminations option provides 23 B channels and a Back Up D channel.

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SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

## 4.1 SERVICE OFFERINGS (CONT'D)

## 4.1.4 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) (Cont'd)

## b. Recurring &amp; Non-recurring Charges

Service	Non-recurring Charges	Monthly Recurring Charges
PRI Local Channel	\$1,800	\$300
PRI Local Channel Advanced-T3	\$1,800	N/C
PRI Local Channel Termination	\$2,050	\$800
Pri Local Access Call-By-Call	\$200	\$150
PRI Local Access DID	\$200	\$150
PRI Local Access Outward	\$80	\$60
PRI Local Access DID 2-Way	\$200	\$150
PRI Local Data Channel-23B	\$2,550	\$1,200
PRI Local Data Channel-24B	\$2,700	\$1,200
PRI Local Channel Termination-24B	\$2,050	\$800
PRI Local Channel Termination-24B + D	\$2,050	\$800
PRI Local Channel Termination w/Backup D	\$2,050	\$800
PRI Service Change, Per Facility	\$100	N/C

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SECTION 5 - SUPPLEMENTAL SERVICES

[Reserved for Future Use]

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SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES

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SECTION 7 - SPECIAL SERVICES AND PROGRAMS

## 7.1 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

## 7.1.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this Price List at a discounted rate, in accordance with the Rules adopted by the FCC in its Universal Service Order 97-157, issued May 8, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school's or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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SECTION 7 – SPECIAL SERVICES AND PROGRAMS (CONT'D)

7.1 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (CONT'D)

7.1.2 Regulations

a. Obligation of eligible schools and libraries

1. Requests for service

- a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Division, as designated by the FCC, and follow established procedures.
- c. Services requested will be used for educational purposes.
- d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

b. Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Price List. Those services contained in this Price List which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this Price List.
2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

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SECTION 7 – SPECIAL SERVICES AND PROGRAMS (CONT'D)

7.1 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (CONT'D)

7.1.2 Regulations (Cont'd)

b. Obligations of the Company (Cont'd)

3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Price List, where specific flexible pricing arrangements are allowed, subject to Florida State Public Service Commission approval.

7.1.3 Discounted Rates for Schools and Libraries

- a. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- b. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- c. The discount rate is based on each school's or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- d. The discount matrix for eligible schools, libraries and consortia is attached hereto.

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ATTACHMENT

A. SERVICES INELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

[Reserved for Future Use]

B. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

HOW DISADVANTAGED	% DISCOUNT LEVEL	
	URBAN DISCOUNT	RURAL DISCOUNT
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

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SECTION 8 - SPECIAL ARRANGEMENTS

## 8.1 CONTRACTS

At FTCS's option, service may be offered on an Individual Case Basis to meet specialized requirements of the Customer not contemplated in this Price List. The terms of each contract shall be mutually agreed upon between the Customer and FTCS and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in FTCS's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

## 8.2 PROMOTIONAL OFFERINGS

From time to time FTCS shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area(s).

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**SECTION 9 - EXPLANATION OF TERMS**

Certain terms used throughout this Price List for telecommunications services of the Company are defined below.

**Access Line:** A communications path, provided by a person other than the Company, on the customer side of Demarcation Point, which connects a Demarcation Point to another point.

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

**Authorized User:** A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

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

**BPS:** Bits per second.

**Call:** Telephonic communication originated by a person or mechanical or electrical device from a number to another number that is answered by a person or mechanical or electrical device. The numbers may be located any distance apart within Florida. Communication may consist of voice, data, a combination of both, or other transmission, may be by wire or wireless medium and may be for any duration of time. An attempted or incomplete Call is an unsuccessful attempt by a Customer to place a Call.

**Circuit:** A communications path provided by Company between two or more Demarcation Points, at a transmission speed agreed to between Company and Customer.

**Channel:** A communications path between two or more points of termination. Such termination points may be located anywhere in Florida. Communication may consist of voice, data, a combination of both, or other transmission and may be by a wire or wireless medium. Channel capacity may be any size and is typically measured in bits per second, with 1.5 megabits per second equal to one voice channel. Duration is typically of unlimited duration.

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SECTION 9 - EXPLANATION OF TERMS (CONT'D)

**Company:** France Telecom Corporate Solutions L.L.C., the issuer of this Price List.

**Company Terminal Location:** Any Demarcation Point where the Company maintains its facilities.

**Commission:** Florida Public Service Commission, the regulatory agency within the State of Florida.

**Customer:** The person, firm or corporation which orders service and is responsible for the payment of charges, compliance with the terms and conditions of this Price List, and compliance with the laws of the State of Florida.

**Customer Premises:** A location occupied by Customer, or which Customer has the right to occupy, for the purposes of transmitting or receiving communications signals, and which is made available to Company for the maintenance and operation thereon or therein of a Company Terminal Location.

**Customer Terminal Equipment:** Terminal equipment provided by the Customer.

**Demarcation Point:** The point of interconnection of an Access Line or other connecting communications path or equipment provided by Customer or any person to company-provided equipment.

**Direct-Inward-Dialing (DID):** Special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

**Facilities:** Cables, wires, poles, conduits and other Company equipment that is used to provide service to Customers including wire center distribution frames and central office switching equipment.

**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.

**FTCS:** France Telecom Corporate Solutions L.L.C.

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**SECTION 9 - EXPLANATION OF TERMS (CONT'D)**

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

**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.

**LEC:** Local Exchange Carrier refers to the dominant, incumbent local telephone company in the area also served by the Company, e.g., Bell Atlantic.

**Local Exchange, Local Exchange Area or Exchange Area:** A geographic area defined by the telephone industry through the use of maps or legal descriptions where one or more Local Exchange Carriers hold themselves out to provide communications services.

**Mbps:** Megabits per second, denotes millions of bits per second.

**Premises:** The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public or quasi-public right of way.

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

**Residential Service:** Telecommunications services used primarily as non-business service. Residential Service is not offered by the Company at this time.

**Service:** Any means of services offered herein by the Company or any combination thereof.

**Service Order:** The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form 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.

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SECTION 9 - EXPLANATION OF TERMS (CONT'D)

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

**Signaling:** Represents the type of signaling format utilized to maintain a T1 level digital transmission from the Central Office to the customer premise. Signaling options include: AMI, ESF, SF, B8ZF.

**Switch:** An electronic device that is used to provide circuit routing and control.

**Terminal Equipment:** Any telecommunications equipment other than the transmission or receiving equipment installed at a Company Terminal Location.

**Transmission Speed:** Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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