

ORIGINAL

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March 29, 1999

VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo
Director, Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0866

Re: Application of DSLnet Communications, L.L.C. for Authorization to Provide
Alternative Local Exchange Service Within the State of Florida
Docket No. 990163-TX

Dear Ms. Bayo:

Pursuant to the request of Tom Williams, enclosed for filing are an original and six (6) copies of DSLnet Communications L.L.C.'s revised, proposed Alternative Local Exchange Service price list that was filed as an exhibit to its above-referenced Application.

Consistent with Mr. Williams' request, the price list has been reduced from 47 to 36 pages.

The following items have been deleted from the price list:

- ACK** _____
 - AFA** _____
 - APP** _____
 - CAF** _____
 - CMU** _____
- Sheet 2 - Application of Price List
Sheet 7 - Exchange Services List
Sheet 47 - Promotional Offerings

CTR _____ While no changes have been made to the text of the price list, a number of sections and subsections have been moved in order to shorten the tariff. For example, the information that was formerly included on Sheet 2 (Application of Price List) has been moved to Sheet 1, and the information formerly on Sheet 5 (Explanation of Symbols) and Sheet 6 (Price List Format Sheets) has been consolidated and moved to Sheet 4. Consistent with Mr. Williams' advice, rather than itemize all of these changes in the location of information in the price list, we have attached hereto a complete, revised price listed for the Commissions review.

EAG _____

LEG _____

LIN _____

OPC _____

RCH _____

SEC _____

NAS _____

JTH _____

DOCUMENT NUMBER-DATE

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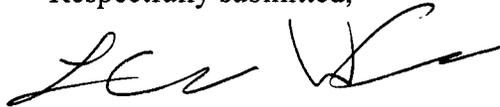
Ms. Blanca S. Bayo
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Page Two

Pursuant to Mr. Williams instructions, the issued date for the attached price list is February 11, 1999. (This is the same issued date listed on the price list originally filed with the Application.)

Please date-stamp the extra copy of this filing and return it to me in the enclosed self-addressed, stamped envelope.

Should you have any questions or require additional information regarding this filing, please contact me at (202) 945-6906. Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Lawrence A. Walke', written in a cursive style.

Lawrence A. Walke
Counsel for DSLnet Communications, L.L.C.

Enclosure
cc: Wendy Bluemling

ORIGINAL

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO
LOCAL EXCHANGE END-USER
COMMUNICATIONS SERVICES WITHIN
THE STATE OF FLORIDA

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate End-User communications services in the state of Florida by DSLnet Communications, LLC, with principal offices at 545 Long Wharf Drive, Fifth Floor, New Haven, Connecticut 06511. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at DSLnet Communications, LLC's principal place of business.

Issued: February 11, 1999

Effective:

Issued by: Alan Bolduc, Vice President
545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511

CHECK SHEET

The pages inclusive on this Price List are effective as of the date shown.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original	20	Original		
2	Original	21	Original		
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6	Original	25	Original		
7	Original	26	Original		
8	Original	27	Original		
9	Original	28	Original		
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PRICE LIST FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. Paragraph Numbering Sequence - There are six 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 Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision.

EXPLANATION OF SYMBOLS

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

- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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1.0 DEFINITIONS

For the purpose of this Price List, the following definitions will apply:

Access Line: An arrangement that connects the Customer's location to the Company's designated switching center or point of presence.

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

Authorized User: A person, firm, corporation or other entity that is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Commission: The Florida Public Service Commission.

Company or Carrier: DSLnet Communications, LLC

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.

Customer premises equipment ("CPE") - Equipment provided by the Customer for use with the Company's services.

Digital - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Digital subscriber line (xDSL) - A technology that uses a metallic copper loop to provide high speed data transmission services.

Interruption - The inoperability of the subscriber line due to Company facilities malfunction or human errors.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished by the Company.

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 Tariff F.C.C. No 4.

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1.0 DEFINITIONS (cont'd)

Loops - Segments of a line which extend from the serving central office to the originating and terminating point.

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.

Recurring charges - The monthly charges billed by the Company for service, facilities and equipment, which continue for the agreed upon duration for the services.

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 the Customer may mutually agree to a substitute Service Commencement Date.

Service Order - The written request for service executed by the Customer and the Company in the format devised by the Company. The execution 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.

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

Terminal Equipment - The method of physical connection between a Company-provided access line and a Customer's or User's transmission cable, inside wiring or terminal equipment. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by subpart f of part 68, Title 47, Code of Federal Regulations.

User - A Customer, Joint User, Authorized User or any other person authorized by the Customer to use service provided under this Price List.

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2.0 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 data transmission between points within the State of Florida.

The Company is responsible under this Price List only for the services 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

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 facilities the Company obtains from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority as granted by the Commission.

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2.0 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 one month, 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 Price List or other approved 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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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.3 Terms and Conditions** (cont'd)

- F. 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. All such offerings shall be consistent with the rates and conditions specified herein.

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 2.6.
- B. Except as specified in this Price List, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance of or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof 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.

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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.4 Limitations on Liability** (cont'd)

- 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.
- D. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, 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 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 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 services; or by means of the combination of Company-provided facilities or services;

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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.4 Limitations on Liability** (cont'd)

D. (cont'd)

5. Changes in any of the 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.
6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any other carrier, installation or removal thereof;
7. 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 facilities of any other carrier;
8. Failure of Customer to comply with the requirements of Section 2.3.1.
9. 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.

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2.0 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.
- H. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more of said governments) 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.

If Company's failure of performance by reason of force majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of Company; if for more than thirty (30) days, then the service may be canceled by either party without any liability.

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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**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.

2.1.6 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.

2.1.7 Availability of Service

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the Price Lists of the Company.
- B. The Company shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

2.1.8 Universal Emergency Telephone Number Service

This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

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2.0 REGULATIONS (cont'd)**2.2** Prohibited Uses

- A. 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.
- B. 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 Commission's regulations, policies, orders, and decisions.
- C. 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.
- D. 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 non-recurring installation charges as stated in this Price List will apply.

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2.0 REGULATIONS (cont'd)**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for the payment of all applicable charges pursuant to this Price List.

2.3.2 Liability of the Customer

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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2.0 REGULATIONS (cont'd)**2.4** Customer Deposits and Advance Payments**2.4.1** Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services 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 non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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2.0 REGULATIONS (cont'd)**2.4 Customer Deposits and Advance Payments** (cont'd)**2.4.2 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. A deposit may be required if the customer's financial condition is not acceptable to the Company or cannot be ascertained from generally accepted credit reporting sources. 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 (2) months charges for a service or facility which has a minimum payment period of one month.
- B. In the event the deposit as computed under Section 2.4.2.A. above exceeds \$75.00 per access line, the Customer shall pay one half of the deposit prior to the provision of service, with the remainder of the deposit due thirty (30) days after provision of the service.
- C. A deposit may be required in addition to an advance payment.
- D. The Company shall review accounts of Customers with deposits and shall refund deposits with interest if the accounts have been current for the preceding six (6) months.
- E. Upon discontinuance of service, the Company, shall 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.
- F. Deposits will accrue interest at the rate required by law.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements****2.5.1 Payment for Service**

Customer shall pay the Company, monthly in advance (commencing the first month following the Service Commencement Date), a monthly charge equal to the rates set forth in Section 6 or equal to the monthly charge as adjusted under the terms hereof, provided, however, that the first such payment shall be for the period from the Service Commencement Date through the end of the next full month and shall be due after the Service Commencement Date and then thirty (30) days following the date the billing statement was mailed to the Customer. The installation charges contained in Section 6 are due with such first payment. The Customer is responsible for the payment of all charges incurred by the Customer or other users for services furnished to the Customer by the Company. Billing for service will commence on the Service Commencement Date. The Customer must notify the Company of any errors or discrepancies in the billing statement within thirty (30) days of the date the billing statement was mailed to the Customer. Customer will be obligated to pay all charges shown on the billing statement if the Customer fails to provide such notice.

Taxes. The Customer is responsible for the payment of federal excise taxes, state and local sales and use, excise or privilege taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

2.5.2 Billing and Collection of Charges

- A. **Non-recurring Charges:** The non-recurring charges contained in the service description are due with the Customer's first payment for charges, which payment shall be for the period from the start of service through the end of the next full month. Non-recurring charges not included with installation charges are billed to the Customer, as set forth in Section 2.6.1, and shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

Customer shall be responsible to pay all of the Company's charges for time and material resulting from diagnosing problems which were caused by Customer's equipment.

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2.0 **REGULATIONS** (cont'd)**2.5** **Payment Arrangements** (cont'd)**2.5.2** **Billing and Collection of Charges** (cont'd)

- B. **Recurring Charges:** 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.
- 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, and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge in the amount of the lesser of 1½% of the unpaid balance per month or the maximum lawful rate per month, for bills not paid within thirty (30) days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.2 Billing and Collection of Charges** (cont'd)

- F. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of the Customer's or a third party's facilities and equipment.
- G. The Customer shall 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 Commission in accordance with the Commission's rules of procedure. The Company shall advise the Customer that the Customer may make a formal or informal complaint to the Commission. The address of the Commission is as follows:
- Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
- H. If service is disconnected by the Company (in accordance with Section 2.5.3 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 2.5.3 following) and later restored, restoration of service will be subject to the rates in Section 4.

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2.0 REGULATIONS (cont'd)**2.5** Payment Arrangements (cont'd)**2.5.3** Discontinuance of Service for Cause

- A. Upon nonpayment of a delinquent account amounting to \$25.00 or more owing to the Company, the Company may, by giving thirty (30) business days prior written notice to the Customer, discontinue service without incurring any liability. The Company shall provide the customer with a written reminder notice five (5) days prior to and place a telephone call to the customer two (2) days prior to the discontinuance of service. Service may be reinstated at such time as Customer pays in full all arrearages, including late payment charges.
- B. Upon violation of any of the other material terms or conditions of this Price List, the Company may discontinue service without incurring any liability. Company shall give Customer fifteen (15) notice of discontinuance to give Customer an opportunity to arrange for an alternate service provider.
- 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, by notice to the Customer, 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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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.3 Discontinuance of Service for Cause** (cont'd)

- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.3(A) or 2.5.3(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).

2.5.4 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.

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2.0 REGULATIONS (cont'd)**2.5** Payment Arrangements (cont'd)**2.5.5** 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 charges 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 2.5.5(A) through 2.5.5(C) will be calculated and applied on a case-by-case basis.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.6 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.

2.5.7 Bad Check Charge

A charge will be assessed for all checks returned by drawee 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.

Bad check charge is \$25.00 per check plus any statutory remedy available to the Company.

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2.0 REGULATIONS (cont'd)

2.6 Allowances for Interruptions in Service

2.6.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.6.2 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.

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2.0 REGULATIONS (cont'd)**2.6** Allowances for Interruption in Service (cont'd)**2.6.1** General (cont'd)

- 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.
- E. 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. For calculating credit allowances, every month is considered to have thirty (30) days.
- F. Interruptions of 24 Hours or Less
- | <u>Length of Interruption</u> | <u>Interruption Period
To Be Credited</u> |
|--|---|
| 30 minutes to 3 hours | 1/10 Day |
| 3 hours up to but not including 6 hours | 1/4 Day |
| 6 hours up to but not including 8 hours | 3/4 Day |
| 8 hours up to but not including 24 hours | One Day |
- G. Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited one day for each 8-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.
- 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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2.0 REGULATIONS (cont'd)**2.6 Allowances for Interruption in Service (cont'd)****2.6.2 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 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 2.6.3), or utilize another service provider;

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2.0 REGULATIONS (cont'd')**2.6 Allowances for Interruption in Service** (cont'd)**2.6.2 Limitations of Allowances** (cont'd)

- 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.

2.6.3 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.

2.6.4 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.

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2.0 REGULATIONS (cont'd')**2.7 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

2.7.1 Termination Liability

- A. Customer's termination liability for cancellation of service shall be equal to:
1. all unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer, including any installation charges which may have been waived by the Company, provided Customer has been notified of the amount of the waived charges and of Customer's liability therefore on cancellation, plus;
 2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
 3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent Price List prices at the time of cancellation.
- B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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2.0 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. The Customer is responsible for payment of all charges for 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.

2.9 Use of Customer's Service by Others**2.9.1 Resale and Sharing**

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 or 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:

- A. to any subsidiary, parent company or affiliate of the Company; or
- 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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2.0 REGULATIONS (cont'd)**2.11 Notices and Communications**

- A. 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.
- B. 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.
- C. 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.
- D. 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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3.0 SERVICE DESCRIPTION

Company offers xDSL services to provide high-speed data connections. Services may be offered by the Company via its own facilities and/or the facilities of other carriers.

Services are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

4.0 RATE SCHEDULE

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission.

4.1 xDSL DataLoop

Monthly Recurring Charges:	\$85.00
Non-Recurring Installation Charge:	\$200.00

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5.0 MISCELLANEOUS SERVICES**5.1** Restoration of Service**5.1.1** Description

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

5.2 Rates

[RESERVED FOR FUTURE USE]

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6.0 SPECIAL ARRANGEMENTS**6.1 Special Construction****6.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price List, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- B. Cost of maintenance;
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. License preparation, processing and related fees;
- F. Price list preparation, processing and related fees;
- G. Any other identifiable costs related to the facilities provided; and
- H. An amount for return and contingencies.

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6.0 SPECIAL ARRANGEMENTS (cont'd)**6.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. equipment and materials provided or used,
 - b. engineering, labor and supervision,
 - c. transportation, and
 - d. rights of way;
 - 2. License preparation, processing, and related fees;
 - 3. Price list preparation, processing, and related fees;
 - 4. Cost of removal and restoration, where appropriate; and
 - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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6.0 SPECIAL ARRANGEMENTS (cont'd)**6.2 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally available under this Price List. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission.

6.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular Price List offering. Requests for promotional offerings will be included in the Company's tariff. All promotions are offered on a non-discriminatory basis.

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